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

FORM 8-K

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

Date of Report (Date of earliest event reported): May 4, 2018

Amneal Pharmaceuticals, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38485
(Commission
File Number)

32-0546926
(IRS Employer
Identification No.)

c/o Amneal Pharmaceuticals LLC
400 Crossing Blvd., 3rd Floor
Bridgewater, New Jersey
(Address of principal executive offices)

08807
(Zip Code)

Registrant's telephone number, including area code: (908) 409-6700

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

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

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

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

Emerging growth company

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

Introductory Note

On May 4, 2018, pursuant to the Business Combination Agreement (the “Business Combination Agreement”), dated as of October 17, 2017, as amended on November 21, 2017 and December 16, 2017, by and among Amneal Pharmaceuticals, Inc., a Delaware corporation (the “Company”), Impax Laboratories, Inc., a Delaware corporation (“Impax”), K2 Merger Sub Corporation, a Delaware corporation (“Merger Sub”), and Amneal Pharmaceuticals LLC, a Delaware limited liability company (“Amneal”), (i) Merger Sub has merged with and into Impax (the “Impax Merger”), with Impax surviving the Impax Merger as a direct wholly-owned subsidiary of the Company, (ii) each share of Impax’s common stock, par value \$0.01 per share (“Impax Common Stock”), issued and outstanding immediately prior to the Impax Merger, other than Impax Common Stock held by Impax in treasury, by Amneal or by any of their respective subsidiaries, was converted into the right to receive one fully paid and nonassessable share of Class A common stock of the Company, par value \$0.01 per share (“Class A Common Stock”), (iii) Impax was converted to a limited liability company pursuant to the General Corporation Law of the State of Delaware and the Delaware Limited Liability Company Act (the “Impax Conversion”), (iv) the Company has contributed to Amneal all of the Company’s equity interests in Impax, in exchange for common units of Amneal (the “Contribution”), (v) the Company has issued an aggregate number of shares of Class B common stock of the Company, par value \$0.01 per share (“Class B Common Stock”), and together with Class A Common Stock and Class B-1 common stock of the Company, par value \$0.01 per share (“Class B-1 Common Stock”), “Company Common Stock”) to Amneal Pharmaceuticals Holding Company, LLC (“Holdings”) (the “Issuance”) and, together with the Impax Merger, the Impax Conversion and the Contribution, the “Transactions”), and (vi) the Company has become the managing member of Amneal. In connection with the consummation of the Transactions (the “Closing”), the Company changed its name from Atlas Holdings, Inc. to Amneal Pharmaceuticals, Inc.

This Current Report on Form 8-K should be read in conjunction with the Current Report on Form 8-K filed by Impax on May 7, 2018.

Item 1.01 Entry into a Material Definitive Agreement.

Amneal Credit Agreement

Amneal, a direct subsidiary of the Company, and certain of Amneal’s subsidiaries from time to time party thereto (such subsidiaries together with Amneal, the “Loan Parties”) have entered into that certain (i) Term Loan Credit Agreement, dated as of May 4, 2018 (the “Term Agreement”), among Amneal, as the borrower, JPMorgan Chase Bank, N.A. (“JPM”), as administrative agent and collateral agent (in such capacity and together with its successors and assigns in such capacity, the “Term Agent”), and the lenders and other parties party thereto, pursuant to which the lenders have extended, on the terms and subject to the conditions set forth therein, a term loan facility to Amneal, as the borrower, in an initial aggregate principal amount of up to \$2,700.0 million (the “Term Loan”), (ii) Revolving Credit Agreement, dated as of May 4, 2018 (“ABL Agreement”) and together with the Term Agreement, the “Credit Agreements”), among Amneal, as the borrower, the other Loan Parties from time to time party thereto, JPM, as administrative agent and collateral agent (in such capacity and together with its successors and assigns in such capacity, the “ABL Agent”) and together with the Term Agent, the “Agent”) and the lenders and other parties party thereto, pursuant to which the lenders have extended, on the terms and subject to the conditions set forth therein, an asset based revolving credit facility (the “ABL Facility”) and together with the Term Loan, the “Senior Secured Credit Facilities”) for loans and letters of credit to such Loan Parties in an initial aggregate principal amount of up to \$500.0 million, (iii) Term Loan Guarantee and Collateral Agreement, dated as of May 4, 2018 (the “Term GCA”), among the Loan Parties from time to time party thereto and the Term Agent, pursuant to which the Loan Parties have guaranteed obligations under the Term Agreement and certain other documents as set forth therein and grant a security interest in their respective right, title and interest in and to the Collateral (as defined in the Term GCA), and (iv) Revolving Loan Guarantee and Collateral Agreement, dated as of May 4, 2018 (the “ABL GCA”) and together with the Term GCA, the “GCAs”) and the GCAs, together with the Credit Agreements, the “Loan Documents”), among the Loan Parties from time to time party thereto and the ABL Agent, pursuant to which the Loan Parties have guaranteed obligations under the ABL Agreement and certain other documents as set forth therein and grant a security interest in their respective right, title and interest in and to the Collateral (as defined in the ABL GCA). The net proceeds from the Term Loan were used to finance in part the Transactions, to pay off the certain existing indebtedness of Amneal and Impax, and to pay fees and expenses related to the foregoing. Up to \$25 million of the ABL Facility is available for issuances of letters of credit. The Term Loan will mature on May 4, 2025 and the ABL Facility will mature on May 4, 2023.

Amortization, Interest Rate and Fees

The Term Loan amortizes in equal quarterly installments in an amount equal to 1.00% per annum of the stated principal amount thereof, with the remaining balance due at final maturity.

Interest is payable on the Senior Secured Credit Facilities at a rate equal to the eurodollar (LIBOR) rate or the base rate, plus an applicable margin, in each case, subject to a eurodollar (LIBOR) rate floor of 0.00% or a base rate floor of 1.00%, as applicable

The applicable margin for the ABL Facility is initially 1.50% per annum for eurodollar (LIBOR) rate loans and 0.50% per annum for base rate loans. The applicable margin for the Term Loan is initially 3.50% per annum for eurodollar (LIBOR) loans and 2.50% per annum for base rate loans.

The applicable margin on borrowings under the revolving credit facility may be reduced or increased by 0.25% based on step-downs and step-ups determined by the average historical excess availability. The applicable margin on borrowings under the Term Loan may be reduced by 0.25% based on step-downs determined by the first lien net leverage ratio.

The Loan Parties are required to pay commitment fees to the ABL Facility lenders on the actual daily unused portion of the ABL Facility commitments at a rate of 0.375% per annum, subject to a step-down to 0.25% determined by the average historical excess availability.

Guarantees and Security

The Senior Secured Credit Facilities are guaranteed by each of Amneal's current and future direct and direct wholly owned material U.S. subsidiaries, subject to certain exceptions set forth in the Credit Agreements.

The Term Loan is secured by a first priority security interest (subject to permitted liens and certain other exceptions) on the Loan Parties' fixed assets, subject to certain exceptions set forth in the Term Agreement and related documentation. The Term Loan also has a second priority lien (second in priority to the liens securing the ABL Facility and subject to permitted liens and certain other exceptions) on the Loan Parties' current assets, subject to certain exceptions set forth in the Term Agreement and related documentation. The ABL Facility is secured by a first priority security interest (subject to permitted liens and certain other exceptions) on the Loan Parties' current assets, subject to certain exceptions set forth in the ABL Agreement and related documentation. The ABL Facility also has a second priority lien (second in priority to the liens securing the ABL Facility and subject to permitted liens and certain other exceptions), on the Loan Parties' fixed assets, subject to certain exceptions set forth in the ABL Agreement and related documentation.

Prepayments

Amneal may voluntarily prepay all or any portion of outstanding amounts under the Senior Secured Credit Facilities at any time, in whole or in part, without premium or penalty, subject to (i) redeployment costs in the case of a prepayment of eurocurrency (LIBOR) loans other than on the last day of the relevant interest period and (ii) a 1.00% prepayment premium on any Term Loans prepaid in the first year after the closing date of the Senior Secured Credit Facilities in connection with a repricing transaction.

The Senior Secured Credit Facilities contain customary mandatory prepayment provisions, subject to certain exceptions and reinvestment rights.

Certain Covenants and Events of Default

The Senior Secured Credit Facilities contain certain negative covenants (subject to exceptions, materiality thresholds and baskets) that, among other things and subject to certain exceptions, restrict Amneal's and its restricted subsidiaries' ability to incur additional debt or guarantees, grant liens, make loans, acquisitions or other investments, dispose of assets (including sale and leaseback transactions), merge, dissolve, liquidate or consolidate, pay dividends or other payments on capital stock, make optional payments or modify certain debt instruments, modify certain organizational documents, enter into arrangements that restrict the ability to pay dividends or grant liens, or enter into or consummate transactions with affiliates.

The ABL Facility also includes a financial maintenance covenant whereby Amneal must maintain a minimum fixed charge coverage ratio of 1.0:1.0, tested only if availability under the ABL Facility (plus the amount by which the borrowing base at such time exceeds the commitments under the ABL Facility (subject to a cap of 2.5% of the ABL Facility commitments)) is less than either (a) the greater of (i) \$25 million and (ii) 10% of the lesser of the commitments and the borrowing base under the ABL Facility, in either case for two consecutive business days, or (b) the greater of (i) \$18.75 million and (ii) 7.5% of the lesser of the commitments and the borrowing base under the ABL Facility.

The Senior Secured Credit Facilities contain customary events of default (subject to customary grace periods and materiality thresholds). Upon the occurrence of certain events of default, the obligations under the Senior Secured Credit Facilities may be accelerated and the commitments may be terminated.

The foregoing summary of the Loan Documents does not purport to be complete and is qualified in its entirety by reference to the complete terms of (i) the Term Agreement, a copy of which is attached hereto as Exhibit 10.1 hereto and incorporated herein by reference, (ii) the ABL Agreement, a copy of which is attached hereto as Exhibit 10.2 hereto and incorporated herein by reference, (iii) the Term GCA, a copy of which is attached hereto as Exhibit 10.3 and incorporated herein by reference and (iv) the ABL GCA, a copy of which is attached hereto as Exhibit 10.4 and incorporated herein by reference.

Second Supplemental Indenture

On May 4, 2018, in connection with the Closing, Impax, the Company, and Wilmington Trust, National Association, as trustee (the “Trustee”), entered into the Second Supplemental Indenture (the “Second Supplemental Indenture”) with respect to the Indenture dated as of June 30, 2015 (the “Indenture”), as amended by the First Supplemental Indenture dated as of November 6, 2017, governing the Impax 2.00% Convertible Senior Notes due 2022 (the “Notes”). The Second Supplemental Indenture (x) made the Company a party to the Indenture and (y) changed the right to convert each \$1,000 principal amount of the Notes into a right to convert such principal amount of Notes into shares of Class A Common Stock, cash or a combination of cash and shares of Class A Common Stock, at Impax’s election, in each case reflecting a conversion rate of 15.7853 shares of Class A Common Stock per \$1,000 principal amount of Notes surrendered for conversion.

The foregoing description of the Indenture and the Second Supplemental Indenture is not complete and is qualified in its entirety by reference to the Indenture filed as Exhibit 4.1 to the Current Report on Form 8-K filed by Impax on June 30, 2015, the First Supplemental Indenture dated November 6, 2017, filed as Exhibit 4.1 to the Current Report on Form 8-K filed by Impax on November 7, 2017, and the Second Supplemental Indenture, which is filed herewith as Exhibit 4.1, each of which is incorporated by reference herein.

Third Amended and Restated Limited Liability Company Agreement

The Company operates its business through Amneal and its subsidiaries. In connection with the Closing, Amneal entered into and is governed by the Third Amended and Restated Limited Liability Agreement, dated as of May 4, 2018 (the “Amneal LLC Agreement”), by and between each of Amneal, Holdings, AP Class D Member, LLC, AP Class E Member, LLC and AH PPU Management, LLC (collectively, the “Existing Amneal Members”) and the Company, which sets forth, among other things, certain transfer restrictions on the membership units of Amneal (“Common Units”) and rights to redeem Common Units in certain circumstances.

The following summary of the terms of the Amneal LLC Agreement is not a complete description thereof and is qualified in its entirety by the full text of the Amneal LLC Agreement, which is filed as Exhibit 10.5 hereto and incorporated herein by reference.

Appointment as Managing Member

Under the Amneal LLC Agreement, the Company is the sole managing member of Amneal. As the managing member of Amneal, the Company conducts, directs and exercises full control over all activities of Amneal, including day-to-day business affairs and decision-making of Amneal without the approval of any other member (except for situations in which the approval of other Amneal members is required by the Amneal LLC Agreement or for situations where the approval of the Conflicts Committee (as defined below) is required). As such, the Company, through Amneal’s officers, is responsible for all operational and administrative decisions of Amneal and the day-to-day management of Amneal’s business. Pursuant to the terms of the Amneal LLC Agreement, the Company is not permitted, under any circumstances, to be removed as managing member by the Amneal members and the Company will not resign or cease to be the managing member of Amneal unless proper provision is made for the obligations of the Company to remain in full force and effect.

The Company, as managing member of Amneal, may cause Amneal to contract with the Company or any affiliate of the Company as long as the contracts are on terms comparable to and competitive with those available to Amneal from others dealing at arm’s length or are approved by the Amneal members (other than the Company and its controlled affiliates) holding a majority of the Common Units, provided that any such contract would not violate any provisions of or result in a default under the Credit Agreements, and provided that where any such contract is deemed a Related Party Transaction (as defined in the Amneal LLC Agreement), it is approved by the Conflicts Committee.

Officers

The Company, as managing member of Amneal, will appoint the officers of Amneal to implement the day-to-day business and operations of Amneal. In the event of a vacancy, the Company, as managing member of Amneal, has the right to appoint a new officer to fill the vacancy. At the Closing, the Company appointed the officers of the Company to serve as the officers of Amneal until any such officer's death or until such officer resigns or is removed by the Company (as managing member of Amneal). The Company, as managing member of Amneal, may remove any officer of Amneal with or without cause.

Compensation

The Company is not entitled to compensation for its services as managing member of Amneal. It is entitled to reimbursement by Amneal for reasonable fees and expenses incurred on behalf of Amneal, except for payment obligations of the Company under the Tax Receivable Agreement (as defined below).

Units

The Amneal LLC Agreement provides that upon execution of the Amneal LLC Agreement, there is one class of Common Units, which are held initially by the Company and the Existing Amneal Members. Subject to the provisions of the Business Combination Agreement and the Amneal LLC Agreement, the number of Common Units outstanding will equal the aggregate number of shares of Class B Common Stock outstanding. The Company, as managing member of Amneal, may create one or more classes or series of Common Units or preferred units solely to the extent they are in the aggregate substantially equivalent to a class of common stock of the Company or a class or series of preferred stock of the Company. Immediately following the Closing, AH PPU Management, LLC was dissolved, and each of AP Class D Member, LLC and AP Class E Member, LLC assigned and transferred to Amneal Holdings, LLC all Common Units held by them, in each case pursuant to the terms of the Amneal LLC Agreement, such that all outstanding Common Units (other than those held by the Company) were held by Amneal Holdings, LLC.

Allocations and Distributions

Allocations . Pursuant to the Amneal LLC Agreement, items of income, gain, loss or deduction of Amneal generally are allocated among the Amneal members for capital accounts on a *pro rata* basis in proportion to the number of Common Units held by each Amneal member, except that partner nonrecourse deductions attributable to partner nonrecourse debt will be allocated in the manner required by the Treasury Regulations Section 1.704-2(i). Nonrecourse deductions for any taxable year will be allocated *pro rata* among the Amneal members in proportion to the number of Common Units held by each Amneal member.

Distributions . In general, under the Amneal LLC Agreement, Amneal may make distributions to its members from time to time out of distributable cash and other funds or property at the discretion of the managing member of Amneal. Such distributions generally will be made to the Amneal members on a *pro rata* basis in proportion to the number of Common Units held by each Amneal member on the record date for the distribution. Amneal is not required to make distributions to the extent that such distributions would render Amneal insolvent or if such distribution would violate any applicable law or the terms of the Credit Agreements.

Tax Distributions . With respect to any tax period ending after the adoption of the Amneal LLC Agreement, Amneal will be required to make distributions to its members, on a *pro rata* basis in proportion to the number of Common Units held by each Amneal member, of cash until each Amneal member (other than the Company) has received an amount at least equal to its assumed tax liability and the Company has received an amount sufficient to enable the Company to timely satisfy its U.S. federal, state and local and non-U.S. tax liabilities, and meet its obligations under the Tax Receivable Agreement (as defined below). To the extent that any member does not receive its percent interest of the aggregate tax distribution, the tax distribution for such member will be increased to ensure that all distributions are made *pro rata* in accordance with such member's percentage interest.

Tax Benefit Payments . In accordance with the Tax Receivable Agreement (as defined below), each Amneal member (other than the Company) is entitled to receive an amount equal to the sum of (i) 85% of the cumulative net realized tax benefit attributable to such member as of the end of such taxable year over the aggregate of all tax benefits previously made to such Amneal member and (ii) the interest calculated at an agreed rate from the due date for filing the U.S. federal income tax return of the Company for such taxable year until the date the Company makes a timely tax benefit payment to such member.

Repurchase or Redemption of Company Securities

The Amneal LLC Agreement provides that neither the Company nor any of its subsidiaries may redeem, repurchase or otherwise acquire (i) any shares of Class A Common Stock or Class B-1 Common Stock, unless substantially simultaneously Amneal redeems, repurchases or otherwise acquires from the Company an equal number of Common Units for the same price per security or (ii) any other equity security of the Company unless substantially simultaneously Amneal redeems, repurchases or otherwise acquires from the Company an equal number of equity securities of Amneal of a corresponding series or class for the same price per security.

Transfer Restrictions

No holder of Common Units is able to transfer its Common Units except for transfers in accordance with the terms of the Amneal LLC Agreement explained below.

The Amneal LLC Agreement permits (i) transfers of Common Units by any Amneal member to an affiliate of such Amneal member and (ii) transfers of Common Units by an Existing Amneal Member (or any subsequent transferee) (A) with the prior written consent of the Company's Conflicts Committee, (B) in response to a tender or exchange offer approved by the Company's board of directors, (C) in connection with a merger, share exchange, consolidation, recapitalization or similar transaction of the Company resulting in more than 50% of the shares of the Company's outstanding common stock being beneficially owned by persons other than the Existing Amneal Members or a sale of all or substantially all assets of the Company, (D) in the case of an Existing Amneal Member (or subsequent transferee) that is an individual, (1) to such Existing Amneal Member's (or such transferee's) spouse, (2) to such Existing Amneal Member's (or such transferee's) lineal ancestors, lineal descendants, siblings, cousins or the spouses thereof, (3) to trusts for the benefit of such Existing Amneal Member (or such transferee) or such persons or affiliates thereof, (4) to foundations established by such Existing Amneal Member (or such transferee) or such persons or affiliates thereof or (5) by way of bequest or inheritance upon death, (E) in the case of an Existing Amneal Member (or subsequent transferee) that is an entity, to such Existing Amneal Member's (or such transferee's) members, partners or other equity holders or (F) of up to a total of 60,000,000 Common Units (as adjusted for any equity split, equity distribution, recapitalization, combination, reclassification or similar change in the capital structure of Amneal following the adoption of the Amneal LLC Agreement) in the aggregate for all Amneal members collectively pursuant to one or more privately negotiated sales exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") (without duplication of the foregoing clauses (A) through (E)) or (iii) pursuant to a the redemption rights of the Amneal members under the Amneal LLC Agreement.

Amneal Member Redemption Rights

The Amneal LLC Agreement provides that upon written notice to Amneal and the Company, each Amneal member is entitled to cause Amneal to effect a redemption of all or any portion of such member's Common Units in exchange for the number of shares of Class A Common Stock or Class B-1 Common Stock equal to the number of redeemed Common Units (the "Share Settlement") or, at Amneal's election, cash in an amount equal to the product of the Share Settlement and the average of the volume-weighted closing price for a share of Class A Common Stock on the New York Stock Exchange ("NYSE") for the five consecutive full trading days ending on and including the last full trading day immediately prior to the redemption notice date, subject to appropriate and equitable adjustment for any stock splits, reverse splits, stock dividends or similar events affecting the Class A Common Stock (the "Cash Settlement"). The Company may, in its sole and absolute discretion, elect to effect the exchange of the redeemed Common Units for the Share Settlement or Cash Settlement, at the Company's option, through a direct exchange of such redeemed Common Units and such consideration between the redeemed Amneal member and the Company.

Dissolution

The Amneal LLC Agreement provides that the consent of (i) the Company, as the managing member of Amneal (pursuant to unanimous decision of the Company's board of directors) and (ii) the Amneal members holding at least 75% of the Common Units is required to voluntarily dissolve Amneal. In addition to a voluntary dissolution, Amneal may be dissolved upon the entry of a decree of judicial dissolution or upon other circumstances in accordance with Delaware law. Upon a dissolution event, the proceeds of a liquidation will be distributed in the following order: (i) first to pay the expenses of winding up the Company; (ii) second to pay debts and liabilities owed to creditors of Amneal (including all expenses incurred in liquidation); and (iii) third to the Amneal members on a *pro rata* basis in proportion to the number of Common Units held by each Amneal member.

Corporate Opportunities and Waiver of Fiduciary Duty

The Amneal LLC Agreement provides that, notwithstanding any duty, including fiduciary duty, otherwise applicable at law or in equity, the doctrine of corporate opportunity, or any analogous doctrine, does not apply to any Amneal member or related person of such Amneal member, and no Amneal member or related person of such Amneal member that acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for Amneal or the Amneal members will have any duty to communicate or offer such opportunity to Amneal or the Amneal members, or to develop any particular investment, and such person will not be liable to Amneal or the Amneal members for breach of any fiduciary or other duty (other than fiduciary duties owed to the Company) by reason of the fact that such person pursues or acquires for, or directs such opportunity to, another person or does not communicate such investment opportunity to the Amneal members.

Indemnification and D&O Insurance

Amneal will indemnify any Amneal member or affiliate, the Company (as managing member of Amneal) or any of its affiliates, any officer, or individual serving at the request of Amneal as an officer, director, principal, member, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise. Such persons will be entitled to payment in advance of expenses, including attorneys' fees, that they incur in defending a proceeding, but they will be required to repay any such advance if it is ultimately determined that they were not entitled to indemnification by Amneal. Indemnification will not be available for any expenses, liabilities, damages and losses suffered that are attributable to any such person's or its affiliates' gross negligence, willful misconduct or knowing violation of the law or for any present or future breaches of any representations, warranties or covenants contained in the Amneal LLC Agreement or in other agreements with Amneal.

Tax Classification

The Amneal LLC Agreement provides that the members intend that Amneal be treated as a partnership for U.S. federal and, if applicable, state or local income tax purposes, and that each Amneal member and Amneal will file all tax returns and will take all tax and financial reporting positions in a manner consistent with such tax treatment.

Amendments

The Amneal LLC Agreement may only be amended in writing by the Company, as managing member of Amneal, with the written consent of the holders of at least 75% of the Common Units then outstanding.

Tax Receivable Agreement

Pursuant to the Amneal LLC Agreement, each Existing Amneal Member has the right to redeem all or a portion of its Common Units for Class A Common Stock or Class B-1 Common Stock. In connection with such redemption, the Company will receive a "step-up" in its preferred share of the tax basis in the Amneal assets, and the Company will pay the Members (as defined below) for the value of this step-up in basis.

In connection with the Closing, the Company entered into Tax Receivable Agreement, dated as of May 4, 2018 (the "Tax Receivable Agreement"), by and among the Company, Amneal and the Existing Amneal Members. A copy of the Tax Receivable Agreement is attached hereto as Exhibit 10.6. The following summary of the terms of the Tax Receivable Agreement is not a complete description thereof and is qualified in its entirety by the full text thereof.

At the Closing, the Company, Amneal and the Existing Amneal Members entered into the Tax Receivable Agreement. The Tax Receivable Agreement will govern the administration and allocation between the parties of tax liabilities and benefits arising prior to, as a result of, and subsequent to the Closing, and the respective rights, responsibilities and obligations of the Members and the Company with respect to various other tax matters. The term "Members" includes the then existing members of Amneal at Closing (other than the Company) and any persons who have executed and delivered a joinder in accordance with the Tax Receivable Agreement.

Determination of Realized Tax Benefit

Under the Tax Receivable Agreement, the Company will ensure that Amneal and its subsidiaries that are treated as a partnership for U.S. federal income tax purposes will have in effect an election under Section 754 of the U.S. Internal Revenue Code of 1986, as amended.

Basis Schedules

Within 90 days after the filing of the U.S. federal income tax return of the Company for each relevant taxable year, the Company will at its own expense deliver to the Members a schedule that shows (i) the basis adjustments with respect to the reference assets as a result of the relevant exchanges effected in such taxable year, calculated (A) in the aggregate and (B) solely with respect to exchanges by the applicable Member; (ii) the period (or periods) over which the reference assets are amortizable and/or depreciable; and (iii) the period (or periods) over which each basis adjustment is amortizable and/or depreciable.

Tax Benefit Schedules

Within 90 days after the filing of the U.S. federal income tax return of the Company for any taxable year in which there is a realized tax benefit or realized tax detriment, the Company shall, at its own expense, deliver to the Members a schedule showing the calculation of the realized tax benefit or realized tax detriment for such taxable year.

Tax Benefit Payments

Each Member is entitled to receive an amount equal to the sum of (i) 85% of the cumulative net realized tax benefit attributable to such Member as of the end of such taxable year over the aggregate amount of all tax benefit payments previously made to such Member, and (ii) the interest calculated at the agreed rate from the due date for filing the U.S. federal income tax return of the Company for such taxable year until the date on which the Company makes a timely tax benefit payment to the Member.

Approvals by the Amneal Group Representative

The Company, Amneal and any direct or indirect subsidiary of Amneal must obtain prior written consent from Amneal Holdings, LLC, in its capacity as the Amneal Group Representative, before (i) making a disposition of any assets held by Amneal or its subsidiaries prior to the Closing if the cumulative “amount realized” (as such term is defined for U.S. federal income tax purposes) for all such dispositions in any 12-month period would be in excess of \$40,000,000 unless the Company agrees to use its best efforts to ensure that each Member receives tax distributions equal to its assumed tax liability, (ii) making certain acquisitions that would reasonably be expected to materially adversely affect any member’s rights or obligations under the Tax Receivable Agreement, or (iii) entering into certain additional agreements with other persons that are similar to the Tax Receivable Agreement.

Termination

The Company may terminate the Tax Receivable Agreement with the written approval of a majority of the independent directors of the Company’s board of directors by making a payment to the Members, equal to the present value of the tax benefit payments to be paid to each such Member, discounted at the lesser of ICE LIBOR (as defined in the Tax Receivable Agreement) plus 100 basis points or 6.50% per annum, compounded annually (an “Early Termination Payment”). The Tax Receivable Agreement will also be deemed to be terminated by the Company and an Early Termination Payment by the Company will be required in the event of either (i) a Change of Control (as defined in the Tax Receivable Agreement) or (ii) a material breach by the Company of any of its material obligations under the Tax Receivable Agreement.

Indemnification Agreement

Effective upon the Closing, the Company entered into indemnification and advancement agreements (the “Indemnification Agreements”) with the directors and officers of the Company. The Indemnification Agreements provide indemnification to such directors and officers to the fullest extent permitted by applicable law against expenses, judgments, fines and amounts paid in settlement which are actually and reasonably incurred by such director or officer as a result of and arising out of such director’s or officer’s status as a director or officer of the Company. Further, pursuant to the Indemnification Agreements, the Company agrees to advance expenses incurred in defense of these proceedings, on the terms and conditions set forth in the Indemnification Agreements. The Indemnification Agreements also provide procedures for requesting and obtaining indemnification and advancement of expenses.

The foregoing description of the Indemnification Agreements is a general description only and is qualified in its entirety by reference to the form of each such Indemnification Agreement, which is filed as Exhibit 10.7 hereto and incorporated herein by reference.

Right of First Refusal Agreement

Effective upon the Closing, Amneal entered into a right of first refusal agreement, dated as of May 4, 2018 (the “Right of First Refusal Agreement”), with Kashiv Pharma, LLC, a Delaware limited liability company (“Kashiv”). The Right of First Refusal Agreement provides that in the event, during the period of two (2) years following the Closing, Kashiv receives an offer, and proposes to enter into a binding definitive agreement with respect to such offer, to sell, exclusively license or otherwise dispose to a third party, any rights to manufacture, market or sell any product submitted or approved pursuant to an abbreviated new drug application submitted pursuant to Section 21 U.S.C. §355(j) (a “Product Right”), Kashiv shall first make an offer to sell, exclusively license or otherwise dispose, as applicable, such Product Right to Amneal (such offer to Amneal, the “ROFR”) pursuant to a written notice which specifies the terms and conditions of such transaction (the “ROFR Notice”). Pursuant to the Right of First Refusal Agreement, following receipt of the ROFR Notice, Amneal will have 10 business days (the “ROFR Election Period”) in which Amneal may elect to accept the ROFR with respect to such Product Right. If Amneal does not accept the ROFR within the ROFR Election Period, Kashiv may, for a period of 120 business days following the expiration of the ROFR Election Period, sell, exclusively license or otherwise dispose of such Product Right upon the same terms and conditions of the ROFR Notice. If Kashiv does not sell, exclusively license or otherwise dispose of such Product Right within such 120 business day period, Kashiv will not thereafter have the right to sell, exclusively license or otherwise dispose of such Product Right unless Kashiv sends Amneal a new ROFR Notice and permits Amneal to elect to exercise the ROFR for such Product Right in accordance with the terms of the Right of First Refusal Agreement.

The information set forth in the Registration Statement under the heading “*Amneal Related Party Disclosures – Related Party Transactions Involving Mr. Chirag Patel and Mr. Chintu Patel – Kashiv Pharmaceuticals LLC*” is hereby incorporated by reference.

Acquisition of Control of Gemini Laboratories, LLC

On May 7, 2018, Amneal entered into a Purchase and Sale Agreement (the “Purchase Agreement”) with Gemini Laboratories, LLC (“Gemini”) and its members (the “Gemini Sellers”), pursuant to which, among other matters and on the terms and subject to the conditions of the Purchase Agreement, Amneal purchased from the Gemini Sellers 98% of the outstanding membership interests of Gemini in exchange for aggregate consideration consisting of: (i) \$40,000,000 in cash, (ii) \$77,200,000 in the form of a promissory note with a six month maturity date (the “Promissory Note”) issued by Amneal to the Gemini Sellers and (iii) certain assumed liabilities (the “Gemini Purchase”). The Purchase Agreement contains customary representations, warranties and covenants.

The Gemini Purchase is a related party transaction. Certain members of Mr. Chirag Patel’s and Mr. Chintu Patel’s immediate families beneficially own, indirectly through limited liability companies, approximately 46% of the aggregate of the outstanding equity securities of Gemini. Accordingly, the Conflicts Committee of the Company’s board of directors approved the terms of the Gemini Purchase prior to Amneal’s entry into the Purchase Agreement.

The descriptions of each of the Purchase Agreement and the Promissory Note are not intended to be complete and are qualified in their entirety by reference to the forms attached hereto as Exhibits 2.2 and 10.13, respectively, and incorporated by reference herein.

Item 1.02 Termination of a Material Definitive Agreement

On May 4, 2018, in connection with Amneal’s entry into the Credit Agreements, (a) Amneal terminated its (i) Revolving Credit Agreement dated as of November 1, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to May 4, 2018), by and among Amneal, Healthcare Financial Solutions, LLC (as successor-in-interest to General Electric Capital Corporation) and the lenders and other parties from time to time party thereto and (ii) Credit Agreement dated as of November 1, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to such date), by and among Amneal, Healthcare Financial Solutions, LLC (as successor-in-interest to General Electric Capital Corporation) and the Lenders and other parties from time to time party thereto, and (b) Impax terminated its Amended and Restated Credit Agreement, dated as of August 3, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to May 4, 2018) by and among Impax, Royal Bank of Canada, as administrative agent and collateral agent, and the lenders and other parties from time to time party thereto (collectively, the “Existing Credit Agreements”). At the time of termination, \$1,920,290,260.11 was outstanding under the Existing Credit Agreements, which was paid-off in full in connection with the Closing.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The disclosures under the Introductory Note are incorporated herein by reference.

Upon the Closing, Amneal became a direct subsidiary of the Company and Impax became an indirect subsidiary of the Company. Immediately following the Closing and the PIPE Investment (as defined and described below under Item 3.02 of this Current Report on Form 8-K), (i) AH PPU Management, LLC was dissolved and each of AP Class D Member, LLC and AP Class E Member, LLC assigned and transferred to Amneal Holdings, LLC all Common Units held by them such that Amneal Holdings, LLC holds 100% of the Class B Common Stock, which, together with the Common Units held by Amneal Holdings, LLC, represents approximately 60% of the voting power and no economic interest in the Company, (ii) Impax’s stockholders immediately prior to the Closing hold approximately 25% of the voting power and 62.5% of the economic interest in the Company and (iii) select institutional investors, including TPG Improv Holdings, L.P. (“TPG”) and Fidelity Management & Research Company (“Fidelity”), and funds affiliated with TPG and Fidelity, hold approximately 15% of the voting power and 37.5% of the economic interest in the Company (assuming the conversion of all shares of Class B-1 Common Stock of the Company into shares of Class A Common Stock).

The issuance of Class A Common Stock in connection with the Transactions was registered under the Securities Act, pursuant to a registration statement on Form S-4 (File No. 333-221707) (as amended, the “Registration Statement”) filed by the Company with the U.S. Securities and Exchange Commission (the “SEC”) and declared effective on February 9, 2018. The definitive proxy statement of Impax, dated February 12, 2018, that forms a part of the Registration Statement (the “Proxy Statement”) contains additional information about the Transactions and the other transactions contemplated by the Business Combination Agreement, including a description of the treatment of equity awards and information concerning the interests of directors, executive officers and affiliates of Amneal and Impax in the Transactions.

The Class A Common Stock was approved for listing on the NYSE and will trade under the symbol “AMRX.”

The foregoing description of the Business Combination Agreement and the Transactions does not purport to be complete and is qualified in its entirety by reference to the full text of the Business Combination Agreement filed as Exhibit 2.1 hereto and incorporated herein by reference.

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

Amneal Credit Agreement

The information set forth in Item 1.01 of this Current Report on Form 8-K under the heading “*Amneal Credit Agreement*” is incorporated herein by reference.

Item 3.02 Unregistered Sale of Equity Securities

PIPE Transaction

In connection with the Transactions, the Existing Amneal Members entered into a definitive purchase agreement (the “PIPE Purchase Agreement”) on October 17, 2017, with select institutional investors, including TPG and funds affiliated with Fidelity (the “PIPE Investors”). Pursuant to the PIPE Purchase Agreement, at the Closing, the Existing Amneal Members who held Common Units immediately after the Closing exercised their right to cause Amneal to redeem certain of the Common Units (the “Redeemed Units”) held by such members pursuant to the Amneal LLC Agreement. In connection with such redemption, such Existing Amneal Members received shares of Class A Common Stock and Class B-1 Common Stock in exchange for such Redeemed Units, in each case pursuant to the Amneal LLC Agreement (such redemption and issuance of Class A Common Stock and Class B-1 Common Stock to the Existing Amneal Members, the “Redemption”). Following the Redemption, the Existing Amneal Members who participated in the Redemption sold such shares of Class A Common Stock and Class B-1 Common Stock (together, the “Purchased Shares”) to the PIPE Investors at a per share purchase price of \$18.25 for gross proceeds of approximately \$855,000,000 (the “PIPE Investment”). Following the PIPE Investment, the PIPE Investors own collectively approximately 15% of the Company Common Stock on a fully diluted and as converted basis. The PIPE Investors other than TPG received shares of Class A Common Stock only, with approximately 30.4 million shares of Class A Common Stock issued to such investors in connection with the PIPE Investment. TPG received approximately 12.3 million shares of Class A Common Stock and 4,109,589 shares of Class B-1 Common Stock in connection with the PIPE Investment. The Class B-1 Common Stock held by TPG is not entitled to any voting rights, has economic rights that are identical to those of the Class A Common Stock, and is convertible into shares of Class A Common Stock. The Class A Common Stock and Class B-1 Common Stock held by the PIPE Investors represents approximately 15% of the voting shares and 37.5% of the economic interest of the Company (assuming the conversion of all such shares of Class B-1 Common Stock into shares of Class A Common Stock).

The Purchased Shares were offered and sold in a private placement to PIPE Investors pursuant to Section 4(a)(2) of the Securities Act. The Purchased Shares have not been registered under the Securities Act, or the securities laws of any other jurisdiction, and may not be offered or sold in the United States absent registration under or an applicable exemption from such registration requirements. This Current Report on Form 8-K does not constitute an offer to sell, or a solicitation of an offer to purchase, the Purchased Shares in any jurisdiction in which such offer or solicitation would be unlawful.

Item 3.03 Material Modification to the Rights of Security Holders.

The information set forth in Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

Item 4.01 Changes in Registrant’s Certifying Accountant.

Dismissal of Independent Registered Public Accounting Firm

KPMG LLP (“KPMG”) was the independent registered public accounting firm that audited the Company’s financial statements as of December 31, 2017 and for the period from October 4, 2017 (the date of the Company’s incorporation) to December 31, 2017. In connection with the Closing, the audit committee of the Company’s board of directors (the “Audit Committee”) approved the engagement of Ernst & Young LLP (“EY”) as the Company’s independent registered public accountants to audit the financial statements of the Company and its consolidated subsidiaries for the fiscal period beginning January 1, 2018, and ending December 31, 2018. Accordingly, the Audit Committee dismissed KPMG as the independent registered public accountant of the Company.

During the period of October 4, 2017 to December 31, 2017, and the interim period from January 1, 2018, to May 4, 2018, the Company did not encounter any (i) disagreements with KPMG on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreements, if not resolved to their satisfaction, would have caused them to make reference in connection with their opinion to the subject matter of the disagreement, or (ii) reportable events of the type described in Item 304(a)(1)(v) of Regulation S-K.

The audit report of KPMG as of December 31, 2017, and for the period of October 4, 2017 to December 31, 2017 (the “KPMG Audit Report”), did not contain any adverse opinion or a disclaimer of opinion, nor was the KPMG Audit Report qualified or modified as to uncertainty, audit scope or accounting principles.

The Company has provided KPMG with a copy of the disclosures contained in this Item 4.01 and requested that KPMG furnish a letter addressed to the SEC stating whether it agrees with those disclosures. A copy of such letter, dated May 7, 2018, is filed as Exhibit 16.1 to this Current Report on Form 8-K.

Engagement of a New Independent Registered Public Accounting Firm

On May 4, 2018, the Company’s board of directors determined that EY will serve as the independent registered public accounting firm for the Company. During the period of October 4, 2017 to December 31, 2017, and the interim period from January 1, 2018, to May 4, 2018, for purposes of complying with the Company’s periodic reporting obligations under the laws of the United States, the Company did not consult with EY in regard to the Company’s financial statements, which were audited by KPMG, with respect to: (i) the application of accounting principles to a specified transaction, either completed or proposed; (ii) the type of audit opinion that might be rendered on the Company’s financial statements; or (iii) any other matter that was either the subject of a disagreement (as defined in Item 304(a)(1)(iv) of Regulation S-K and the related instructions to Item 304 of Regulation S-K) or a reportable event of the type described in Item 304(a)(1)(v) of Regulation S-K. Additionally, during the period of October 4, 2017 to December 31, 2017, and the interim period from January 1, 2018, to May 4, 2018, for purposes of complying with the Company’s periodic reporting obligations under the laws of the United States no written report or oral advice was provided to the Company by EY that was an important factor considered by the Company in reaching a decision as to any accounting, auditing or financial reporting issue.

Item 5.01 Changes in Control of Registrant.

The information set forth in Item 1.01 and Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.01.

Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

Departure of Certain Directors/Officers of the Company

In accordance with the Business Combination Agreement, on May 4, 2018, immediately prior to and effective upon the Closing, Bryan M. Reasons and Mark A. Schlossberg resigned from the Company’s board of directors and any respective committees of the Company’s board of directors to which they belonged, which resignations were not the result of any disagreements with the Company relating to the Company’s operations, policies or practices. In addition, on May 4, 2018, immediately prior to and effective upon the Closing, Paul M. Bisaro resigned as the Chairman of the Company’s board of directors; however, Mr. Bisaro will continue in his capacity as a member of the Company’s board of directors.

Also on May 4, 2018, immediately prior to and effective upon the Closing, (i) Mark A. Schlossberg, the Company’s Vice President, General Counsel and Corporate Secretary, resigned from his position as an officer of the Company and (ii) Mr. Reasons, the Company’s Chief Financial Officer and Senior Vice President, resigned from his position as Senior Vice President of the Company; however, Mr. Reasons will continue in his capacity as the Company’s Chief Financial Officer.

Appointment of Directors of the Company

In connection with the Closing, on May 4, 2018, Chirag Patel and Chintu Patel were appointed to and designated Co-Chairmen of the Company’s board of directors. In addition, the following individuals were also appointed as members of the Company’s board of directors, effective as of the Closing: Robert Stewart, Kevin Buchi, Bob Burr, Peter Terreri, Janet Vergis, Gautam Patel, Ted Nark, Emily Peterson Alva, Jean Selden Greene, and Dharmendra Rama. The following individuals appointed to the Company’s board of directors at the Closing have been determined by the Company’s board of directors to be an “independent director” for purposes of the NYSE’s listing standards: Kevin Buchi, Bob Burr, Peter Terreri, Janet Vergis, Ted Nark, Emily Peterson Alva, Jean Selden Greene, and Dharmendra Rama.

As of the Closing, the Company established the Audit Committee, a nominating and corporate governance committee (the “Nominating and Corporate Governance Committee”), a compensation committee (the “Compensation Committee”), a conflicts committee (the “Conflicts Committee”) and an integration committee (the “Integration Committee”) of the Company’s board of directors, with the following compositions:

Audit Committee	Peter Terreri (Chair) Kevin Buchi Emily Peterson Alva
Nominating and Corporate Governance Committee	Bob Burr (Chair) Jean Selden Greene Dharmendra Rama Kevin Buchi
Compensation Committee	Ted Nark (Chair) Janet Vergis Bob Burr Gautam Patel
Conflicts Committee	Janet Vergis (Chair) Kevin Buchi Bob Burr Peter Terreri
Integration Committee	Chintu Patel (Chair) Chirag Patel Paul Bisaro Robert Stewart

Biographical information for each of Mr. Chirag Patel, Mr. Chintu Patel, Mr. Stewart and Mr. Bisaro is contained in the Registration Statement and is incorporated herein by reference. Additionally, the information set forth in the Registration Statement under the heading “*Annual Related Party Disclosures – Related Party Transactions Involving Mr. Chirag Patel and Mr. Chintu Patel*” is hereby incorporated by reference. Mr. Chirag Patel and Mr. Chintu Patel are brothers. There are no other family relationships among the Company’s directors and executive officers.

The information set forth in Item 1.01 of this Current Report on Form 8-K under the head “*Acquisition of Control of Gemini Laboratories, LLC*” is incorporated by reference into this Item 5.02.

The following are the biographies of the other members of the Company’s board of directors:

Emily Peterson Alva

Emily Peterson Alva, 43, is a financial, strategic and business advisor to senior executives, founders and corporate boards of directors, and has focused on private company advisory projects and family office investing since 2013. Prior to this time, Ms. Alva spent more than 15 years at Lazard as a senior Mergers & Acquisitions investment banker advising industry leading companies. Ms. Alva’s extensive advisory and transaction work covers multiple industries with a primary sector focus and expertise in Healthcare. While at Lazard, Ms. Alva held leadership roles, both with clients and internally. She advised some of Lazard’s most important clients over many years, and was one of the youngest bankers promoted to Managing Director at the firm. During her Lazard tenure, Ms. Alva was selected for the Council on Foreign Relations’ Corporate Leaders Program, which recognizes accomplished professionals on a senior management track and links business leaders with decision makers in government and academia. Prior to joining Lazard, Ms. Alva worked at a development stage company focused on engineering-based solutions to improve industrial waste processing systems. More recently, Ms. Alva has served as a Board Member and Treasurer for the Alumnae Board of Directors of Barnard College. Ms. Alva received a B.A. in Economics from Barnard College, Columbia University.

Ms. Alva’s financial acumen together with her advisory and transaction experience reaching deep into many sectors of healthcare, provide the Amneal Board with insight into a variety of matters, including corporate development and strategy.

Kevin Buchi

Kevin Buchi, 62, served as Impax’s Interim President and Chief Executive Officer from December 2016 until March 27, 2017 and as a member of the Impax board of directors from 2016 until the Closing. From August 2013 to December 2016, Mr. Buchi served as President and Chief Executive Officer and member of the board of directors of TetraLogic Pharmaceuticals Corporation (formerly NASDAQ: TLOG), a biopharmaceutical company (“TetraLogic Pharmaceuticals”), whose assets were subsequently acquired by Medivir AB in December 2016. Prior to TetraLogic Pharmaceuticals, Mr. Buchi served as Corporate Vice President, Global Branded Products of Teva Pharmaceutical Industries Ltd. (NYSE: TEVA), from October 2011 to May 2012. Prior to Teva, Mr. Buchi served as Mr. Buchi’s extensive experience as a senior executive and board member in the pharmaceutical industry provides the board with unique insights into our business.

Chief Executive Officer of Cephalon, Inc. (formerly NASDAQ: CEPH), which was subsequently acquired by Teva, from December 2010 to October 2011, and held various positions at Cephalon including Chief Operating Officer from January 2010 to December 2010 and Chief Financial Officer from 1996 to 2009. Since April 2013, Mr. Buchi has served as a director and member of the remuneration and nominating committee, and audit committee of the board of Benitec Biopharma Ltd. (NASDAQ: BNTC), a biotechnology company headquartered in Australia.

Mr. Buchi received his B.A. degree from Cornell University and a Masters of Management from the J.L. Kellogg Graduate School of Management at Northwestern University.

Mr. Buchi's extensive experience as a senior executive and board member in the pharmaceutical industry provides the board with unique insights into our business.

Bob Burr

Robert L. Burr, 67, served as Chairman of the Impax board from 2008 until the Closing, having served as an independent director since 2001. Mr. Burr has been a self-employed investment manager since May 2008. Mr. Burr was employed by J.P. Morgan Chase & Co. and associated entities from 1995 to May 2008, at which time he resigned his position as Managing Partner of the Fleming US Discovery III Funds. From 1992 to 1995, Mr. Burr was head of Private Equity at the investment banking firm Kidder, Peabody & Co., Inc. Prior to that time, Mr. Burr served as the Managing General Partner of Morgan Stanley Ventures and General Partner of Morgan Stanley Venture Capital Fund I, L.P. and was a corporate lending officer with Citibank, N.A. Mr. Burr received an MBA from Columbia University and a BA from Stanford University.

Mr. Burr's financial acumen and his extensive knowledge of capital markets represent a valuable resource to the board in the assessment of our capital and liquidity needs. In addition, Mr. Burr's venture capital and private equity investment experience gives him the leadership and consensus-building skills to guide the board on a variety of matters, including compensation, corporate governance and risk assessment.

Jean Selden Greene

Jean Selden Greene, 45, is currently a Managing Director at Lazard and has served in a variety of roles at the firm since 1999. Throughout her tenure at Lazard, Ms. Greene has led financial and strategic advisory assignments for industrial clients across a wide range of sectors, with a focus on Capital Goods and Multi-Industry. From 1994 to 1997, Ms. Greene was an Analyst at Smith Barney, where she worked on equity and debt financings and M&A transactions for clients in the energy sector. Ms. Greene serves on the Board of Directors of Dress for Success, a global non-profit organization that promotes the economic independence of disadvantaged women. Ms. Greene received a B.A. from Wellesley College and an MBA from the University of Chicago.

Ms. Greene brings to the Board significant financial expertise and experience in strategic planning and corporate development activities.

Ted Nark

Ted Nark, 59, has served as Managing Director of KRG Capital Partners, a Denver-based private equity fund currently investing a \$2 billion fund, since 2007. In that role, Mr. Nark has led the identification, negotiation and due diligence of new acquisitions and has worked with portfolio companies and maintained relationships with limited partners. While at KRG, Mr. Nark has led the acquisition and successful monetization of companies including Convergent Technologies, Diversified Food Services and Petrochoice. From 2006 to 2007, Mr. Nark was a Partner at Leonard Green & Partners and from 2002 to 2006, he served as Chief Executive Officer and Chairman of the Board of White Cap Construction Supply, a Leonard Green-owned distributor of construction hardware, tools and materials to professional contractors in the United States. Previously, Mr. Nark served as Chief Executive Officer of Corporate Express Australia and Group President at Corporate Express Inc. Mr. Nark currently serves on the Board of Directors of Convergent Technologies, Western Windows, Trafficware, and The Maroon Group. Mr. Nark has previously served on the Boards of Corporate Express Australia, Fort Dearborn, White Cap Construction Supply, FTD, Leslies Pools, Gaiam, Real Goods Solar and Claim Jumper.

Mr. Nark received a B.S. from Washington State University. Mr. Nark's strong background in finance and corporate development combined with his service in executive leadership roles within complex corporate organizations contribute strategic and management insight to our Board.

Gautam Patel

Gautam Patel, 45, has served as Managing Director of Tarsadia Investments, a private investment firm based in Newport Beach, California, since 2012. In that role, Mr. Patel has led a team of investment professionals to identify, evaluate and execute principal control equity investments across sectors including life sciences, financial services and technology. Prior to joining Tarsadia, Mr. Patel served as Managing Director at Lazard from 2008 to 2012, where he led financial and strategic advisory efforts in sectors including transportation and logistics, private equity, and healthcare. Prior to that, Mr. Patel served in a variety of advisory roles at Lazard from 1999 to 2008, including restructuring, bankruptcy and corporate reorganization assignments in 2001 and 2008. From 1994 to 1997, Mr. Patel was an Analyst at Donaldson, Lufkin & Jenrette, where he worked on mergers and acquisitions as well as high-yield and equity financings. Mr. Patel is currently a Board Member of several private companies including Adello Biologics, Asana Biosciences, LERETA, Envisics and AIONX Antimicrobial Technologies. Mr. Patel also serves on the boards of Tarsadia Foundation and Casita Maria Center for Arts & Education, a New York based non-profit organization which aims to empower children through arts based education.

Mr. Patel received a B.A. from Claremont McKenna College, a B.S. from Harvey Mudd College, an MSc from the London School of Economics and an MBA from the University of Chicago. Mr. Patel brings an extensive knowledge of Amneal's business and operations combined with deep experience in finance, corporate development and healthcare investing to the Board.

Dharmendra (D.J.) Rama

D.J. Rama, 49, has served as President and CEO of Auro Hotels, a privately held owner, developer and manager of upscale hotels, since 2017. Prior to the formation of Auro Hotels in 2017, Mr. Rama served as President of JHM Hotels, a predecessor company ranked as the eleventh largest hotel owner and developer

as of 2016. From 1995 to 2011, Mr. Rama served as JHM's Director of

Operations. Prior to joining JHM, Mr. Rama held positions with Holiday Inn Worldwide, Interstate Hotels and Marriott Corporation. Mr. Rama currently serves on the Board of the American Hotel and Lodging Association, and as co-chairman of the Owners Council of such board. Mr. Rama is a member of the Owners Advisory Councils of both Marriott International and Hyatt Hotels and Resorts. Mr. Rama currently serves on the Dean's Advisory Board of the Cornell Hotel School, is President of the Cornell Hotel Society of South Carolina, and a member of the Board of Trustees of the Peace Center for the Performing Arts.

Mr. Rama received a B.S. from Johnson & Wales University, a Master of Management in Hospitality from Cornell University, and is a 2016 graduate of the Owner/President Management Program at Harvard Business School.

Mr. Rama brings significant entrepreneurial, managerial and transactional experience to the Board.

Peter Terreri

Peter R. Terreri, 60, served as a director on the Impax board from 2003 until the Closing and is President, Chief Executive Officer and director of CGM, Inc., a manufacturing company that he has owned and operated since 2000. He previously served as Senior Vice President and Chief Financial Officer of Teva Pharmaceuticals USA from 1985 through 2000 and as an auditor at PricewaterhouseCoopers LLP from 1981 to 1984. Mr. Terreri received his B.S. in Accounting from Drexel University and has been a certified public accountant since 1981.

Mr. Terreri's more than 20 years of experience in the pharmaceutical industry provides the board with comprehensive understanding of our operations and strategy. His prior experience as Chief Financial Officer of a major generic pharmaceutical company also brings to the board deep understanding of accounting and risk management issues.

Janet Vergis

Janet S. Vergis, 53 served as a director on the Impax board from 2015 until the Closing and has served as an Executive Advisor for private equity firms since January 2013, where she identifies and evaluates healthcare investment opportunities. From January 2011 to August 2012, Ms. Vergis was the Chief Executive Officer of OraPharma, Inc., a specialty pharmaceutical company dedicated to oral health. From 2004 to 2009, she served as President of Janssen Pharmaceuticals LP, McNeil Pediatrics, Inc. and Ortho-McNeil Neurologics, Inc., subsidiaries of Johnson and Johnson (NYSE:JNJ). Ms. Vergis contributed to a number of Johnson & Johnson companies during her 21 years, holding positions of increasing responsibility in research and development, new product development, sales, and marketing. Since May 2014, Ms. Vergis has served as a director on the board of Church & Dwight Co., Inc. (NYSE:CHD), a leading consumer and specialty products company, and is currently a member of the audit and governance committees. She has also served as a director and Chair of the Commercialization Committee for the Board of MedDay Pharmaceuticals, a privately held biotechnology company, since November 2016. Ms. Vergis previously served as a director of Lumara Health, a privately held pharmaceutical company (sold to AMAG Pharmaceuticals) from October 2013 to November 2014, and as a director of OraPharma from January 2011 to June 2012.

Ms. Vergis received her M.S. degree in Physiology and her B.S. degree in Biology from The Pennsylvania State University. Ms. Vergis' extensive experience in the pharmaceutical industry in executive and director positions brings to the board unique business expertise, particularly in the areas of new product development, sales, and marketing.

The information set forth in Item 1.01 of this Current Report on Form 8-K under the heading "*Indemnification Agreement*" is incorporated by reference into this Item 5.02.

Director Compensation Policy

In connection with the Closing, the Company's board of directors approved the Company's Non-Employee Director Compensation Policy (the "Director Compensation Policy"), a copy of which is attached hereto as Exhibit 10.11. Pursuant to the Director Compensation Policy, each member of the Company's board of directors who is not an employee of the Company or any parent or subsidiary of the Company (each, a "Non-Employee Director") will receive an annual cash retainer equal to \$75,000. In addition, any Non-Employee Director serving as (i) the lead independent director of the Company's board of directors, who is currently Bob Burr, will receive an additional annual cash retainer equal to \$35,000, (ii) the chairperson of the Audit Committee, who is currently Peter Terreri, will receive an additional annual cash retainer equal to \$25,000, (iii) a member of the Audit Committee (other than the chairperson) will receive an additional annual cash retainer equal to \$15,000, (iv) the chairperson of the Compensation Committee, who is currently Ted Nark, will receive an additional annual cash retainer equal to \$20,000, (v) a member of the Compensation Committee (other than the chairperson) will receive an additional annual cash retainer equal to \$10,000, (vi) the chairperson of the Nominating and Corporate Governance Committee, who is currently Bob Burr, will receive an additional annual cash retainer equal to \$15,000, (vii) a member of the Nominating and Corporate Governance Committee (other than the chairperson) will receive an additional annual cash retainer of \$7,500, (viii) the chairperson of the Conflicts Committee, who is currently Janet Vergis, will receive an additional annual cash retainer equal to \$15,000, and (ix) a member of the Conflicts Committee will receive a meeting fee of \$7,500 for each meeting of the Conflicts Committee that such Non-Employee Director attends, in each case (other than with respect to clause (ix)), payable on a quarterly basis (and such retainers and meeting fees, the "Cash Compensation").

In addition, each Non-Employee Director who is initially elected or appointed to the Company's board of directors after the Closing, on any date other than the date of any annual meeting of the Company's stockholders (an "Annual Meeting"), shall be automatically granted, on the date of such Non-Employee Director's initial election or appointment (such Non-Employee Director's "Start Date"), pursuant to the 2018 Equity Incentive Plan (as defined below), (i) an option to purchase the number of shares of Class A Common Stock (at a per-share exercise price equal to the closing price of the Class A Common Stock on such date (or the last preceding trading day if such date is not a trading day)) having an aggregate fair value on such Non-Employee Director's Start Date of \$184,250 and (ii) an award of restricted stock units having an aggregate fair value on such Non-Employee Director's Start Date equal to \$90,750 (the awards in clauses (i) and (ii) of this paragraph, the "Initial Equity Awards").

In addition to the Cash Compensation and the Initial Equity Awards described in the immediately preceding paragraph, each Non-Employee Director who serves on the Company's board of directors as of the date of any Annual Meeting after the Closing and will continue to serve as a Non-Employee Director immediately following such Annual Meeting, will automatically be granted, on the date of such Annual Meeting, pursuant to the 2018 Equity Incentive Plan, (i) an option to purchase a number of shares of the Company's Class A Common Stock (at a per-share exercise price equal to the closing price of the Class A Common Stock as of the date of such Annual Meeting (or the last preceding trading date if such date is not a trading day)) having an aggregate fair value of the date of such Annual Meeting equal to \$184,250 and (ii) an award of restricted stock units having an aggregate fair value on the date of such Annual Meeting equal to \$90,750 (the awards in clauses (i) and (ii) of this paragraph, the "Annual Equity Awards").

Each Initial Equity Award and Annual Equity Award will vest (and, in the case of options, become exercisable) on the later of (i) the day immediately preceding the date of the first Annual Meeting following the date of grant and (ii) the day immediately following the first anniversary of the date of grant, subject to the Non-Employee Director continuing in service through the applicable vesting date.

While the Company currently expects to provide its Non-Employee Directors with cash and equity compensation consistent with the Director Compensation Policy, the Company also currently expects to review its Non-Employee Director cash and equity compensation policies from time to time and such policies may be subject to change.

Appointment of Officers of the Company

In connection with the Closing, each of the following individuals were appointed to the office set forth beside his or her name in the table below and designated as an "officer" for purposes of Section 16 of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act") and an "executive officer" of the Company for purposes of Rule 3b-7 under the Exchange Act, effective as of the Closing.

<u>Name</u>	<u>Title</u>
Robert Stewart	President and Chief Executive Officer
Paul M. Bisaro	Executive Chairman
Andrew Boyer	Executive Vice President, Commercial Operations
Sheldon Hirt	Senior Vice President, General Counsel and Corporate Secretary
Nikita Shah	Senior Vice President and Chief Human Resources Officer

Bryan Reasons will continue to serve as the Chief Financial Officer of the Company following the Closing. Effective as of the Closing, Mr. Reasons will be an "officer" for purposes of Section 16 of the Exchange Act and an "executive officer" of the Company for purposes of Rule 3b-7 under the Exchange Act.

As contemplated by that certain Memorandum of Understanding, dated December 16, 2017, by and among Amneal, Mr. Bisaro Bisaro, Impax, Amneal Holdings, LLC and the Company (the "MOU"), Mr. Bisaro and the Company entered into a new Employment Agreement, effective as of the Closing, with respect to Mr. Bisaro's employment as Executive Chairman, which is attached hereto as Exhibit 10.12, and the MOU and that certain Employment Agreement, dated March 24, 2017, by and between Impax and Mr. Bisaro immediately terminated.

Adoption of Equity Incentive Plan

On May 4, 2018, the Company adopted the Amneal Pharmaceuticals, Inc. 2018 Incentive Award Plan (the "2018 Equity Incentive Plan"), a copy of which is attached hereto as Exhibit 10.8. Options, stock appreciation rights, restricted stock, restricted stock units, other share- and cash-based awards and dividend equivalents may be granted to non-employee directors, employees (including executive officers) and consultants of the Company and its subsidiaries under the terms of the 2018 Equity Incentive Plan. Unless the 2018 Equity Incentive Plan is sooner terminated by the Company's board of directors, no awards may be granted under the 2018 Equity Incentive Plan after the 10th anniversary of the earlier of (i) the date on which the 2018 Equity Incentive Plan was approved by the Company's board of directors and (ii) the date on which the 2018 Equity Incentive Plan was approved by the Company's stockholders. In connection with the Closing, the Company's board of directors approved (a) a form of Stock Option Grant Notice and Stock Option Agreement, which is attached hereto as Exhibit 10.9, and (b) a form of Restricted Stock Unit Grant Notice and Restricted Stock Unit Agreement, which is attached hereto as Exhibit 10.10, in each case for future use with respect to options and restricted stock units, respectively, issued under the 2018 Equity Incentive Plan.

An aggregate of 23,000,000 shares of Class A Common Stock will be available for grant and issuance under the 2018 Equity Incentive Plan (the “Share Reserve”), which Class A Common Stock may consist of authorized and unissued shares, treasury shares or shares purchased on the open market. The Company expects to register the Share Reserve pursuant to a registration statement on Form S-8 (the “Form S-8”). Adjustments may be made in the Share Reserve upon certain corporate events affecting the Class A Common Stock, such as a dividend, a subdivision of shares or a corporate transaction. The sum of the grant date fair value of equity-based awards and the amount of any cash-based awards granted to any Non-Employee Director under the 2018 Equity Incentive Plan will not exceed \$700,000 for any calendar year.

Amneal Pharmaceuticals LLC Severance Policy

Effective as of the consummation of the Transactions, certain individuals employed by Amneal, Amneal Pharmaceutical of NY LLC or Amneal Biosciences LLC (which may include certain executive officers of the Company) will be eligible to participate in the Amneal Pharmaceuticals LLC Severance Policy (the “Amneal Severance Policy”). Under the Amneal Severance Policy, in the event of a participant’s termination of employment without Cause (as defined in the Amneal Severance Policy) or for Good Reason (as defined in the Amneal Severance Policy), in either case on or within 12 months after the date of the consummation of the Transactions, the participant will be eligible to receive up to a maximum of (depending on his or her position) (i) a lump sum payment of 52 weeks of his or her base pay, (ii) his or her annual target bonus, (iii) partially subsidized COBRA premiums for 52 weeks and (iv) outplacement services for 26 weeks. The foregoing description of the Amneal Severance Policy is not complete and is qualified in its entirety by reference to the Amneal Severance Policy, which is filed herewith as Exhibit 10.14 and is incorporated by reference herein.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

In connection with the Closing, on May 4, 2018, the Company amended and restated its Certificate of Incorporation as contemplated by the Business Combination Agreement and changed its name from “Atlas Holdings, Inc.” to “Amneal Pharmaceuticals, Inc.” A copy of the Amended and Restated Certificate of Incorporation of the Company is attached hereto as Exhibit 3.1 and is incorporated herein by reference.

In connection with the Closing, on May 4, 2018, the Company amended and restated its bylaws as contemplated by the Business Combination Agreement. A copy of the Amended and Restated Bylaws of the Company is attached hereto as Exhibit 3.2 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Business Acquired.

The audited consolidated balance sheets of Impax as of December 31, 2017 and December 31, 2016, the related audited consolidated statements of operations, comprehensive (loss) income, changes in stockholders’ equity and cash flows for Impax for each of the years in the three year period ended December 31, 2017, and the notes thereto, including the related report of the independent registered public accounting firm thereon, included in the Company’s Registration Statement on Form S-1 filed with the SEC on March 7, 2018 (as amended), are hereby incorporated by reference in this Current Report on Form 8-K.

The unaudited consolidated balance sheet of Impax as of March 31, 2018, the related unaudited consolidated statements of operations, comprehensive (loss) income and cash flows for Impax for the three months ended March 31, 2018, and the notes thereto, will be filed by amendment no later than 71 calendar days after the date of this Current Report on Form 8-K is required to be filed.

The audited consolidated balance sheets of Amneal as of December 31, 2017 and December 31, 2016, the related audited consolidated statements of income, comprehensive income, changes in members’ deficit and cash flows for Amneal for each of the years in the three year period ended December 31, 2017, and the notes thereto, including the related report of the independent registered public accounting firm thereon, included in the Company’s Registration Statement on Form S-1 filed with the SEC on March 7, 2018 (as amended) (the foregoing the “2017 Amneal Financial Statements”), are hereby incorporated by reference in this Current Report on Form 8-K. The disclosures in this Current Report should be read in conjunction with the 2017 Amneal Financial Statements.

The unaudited consolidated balance sheet of Amneal as of March 31, 2018, the related unaudited consolidated statements of operations for Amneal for the three months ended March 31, 2018, and the notes thereto will be filed by amendment no later than 71 calendar days after the date of this Current Report on Form 8-K is required to be filed.

(b) Pro Forma Financial Information.

The unaudited pro forma condensed combined balance sheet of the Company as of December 31, 2017, and the unaudited pro forma condensed combined statements of operations of the Company for the fiscal year ended December 31, 2017, and the notes thereto, included in the Company's Registration Statement on Form S-1 filed with the SEC on March 7, 2018 (as amended), are hereby incorporated by reference in this Current Report on Form 8-K.

The unaudited pro forma condensed combined balance sheet of the Company as of March 31, 2018 and the unaudited pro forma condensed combined statements of operations of the Company for the three months ended March 31, 2018, and the notes thereto will be filed by amendment no later than 71 calendar days after the date of this Current Report on Form 8-K is required to be filed.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
2.1	<u>Business Combination Agreement, dated as of October 17, 2017, by and among Amneal Pharmaceuticals LLC, Impax Laboratories Inc., Atlas Holdings, Inc. and K2 Merger Sub Corporation (attached as Annex A to the combined proxy statement/prospectus which forms part of the Registration Statement)** ±, as amended by Amendment No. 1, dated as of November 21, 2017 (attached as Annex I to the combined proxy statement/prospectus which forms part of the Registration Statement)** and Amendment No. 2, dated as of December 16, 2017 (attached as Annex K to the combined proxy statement/prospectus which forms part of the Registration Statement)**.</u>
2.2	<u>Purchase and Sale Agreement, dated as of May 7, 2018, by and among Amneal Pharmaceuticals LLC, Gemini Laboratories, LLC, the parties signatory thereto and the Sellers' Representative.</u>
3.1	<u>Amended and Restated Certificate of Incorporation of Amneal Pharmaceuticals, Inc., adopted as of May 4, 2018.</u>
3.2	<u>Amended and Restated Bylaws of Amneal Pharmaceuticals, Inc., adopted as of May 4, 2018.</u>
4.1	<u>Second Supplemental Indenture.</u>
10.1	<u>Term Loan Credit Agreement, dated as of May 4, 2018, by and among Amneal Pharmaceuticals LLC, as the borrower, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent, and the lenders and other parties party thereto.</u>
10.2	<u>Revolving Credit Agreement, dated as of May 4, 2018, by and among Amneal Pharmaceuticals LLC, as the borrower, the other loan parties from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent and the lenders and other parties party thereto.</u>
10.3	<u>Term Loan Guarantee and Collateral Agreement, dated as of May 4, 2018, by and among the loan parties from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent.</u>
10.4	<u>Revolving Loan Guarantee and Collateral Agreement, dated as of May 4, 2018, by and among the loan parties from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent.</u>
10.5	<u>Third Amended and Restated Limited Liability Company Agreement, adopted as of May 4, 2018.</u>
10.6	<u>Tax Receivable Agreement, dated as of May 4, 2018, by and among Amneal Pharmaceuticals, Inc., Amneal Pharmaceuticals LLC and the Members of Amneal Pharmaceuticals LLC from time to time party thereto.</u>
10.7	<u>Form of Indemnification and Advancement Agreement.</u>
10.8	<u>Form of Amneal Pharmaceuticals, Inc. 2018 Incentive Award Plan.**</u>
10.9	<u>Form of Amneal Pharmaceuticals, Inc. 2018 Incentive Award Plan Stock Option Grant Notice and Stock Option Agreement.</u>

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- 10.10 [Form of Amneal Pharmaceuticals, Inc. 2018 Incentive Award Plan Restricted Stock Unit Grant Notice and Restricted Stock Unit Agreement.](#)
 - 10.11 [Form of Amneal Pharmaceuticals, Inc. Non-Employee Director Compensation Policy.](#)
 - 10.12 [Employment Agreement, dated May 4, 2018, by and between Amneal Pharmaceuticals, Inc. and Paul M. Bisaro.](#)
 - 10.13 [Unsecured Promissory Note, dated as of May 7, 2018, issued by Amneal Pharmaceuticals LLC to the Sellers \(as defined therein\).](#)
 - 10.14 [Amneal Pharmaceuticals LLC Severance Plan and Summary Plan Description](#)
 - 16.1 [Letter from KPMG LLP to the U.S. Securities and Exchange Commission, dated May 7, 2018.](#)
 - 23.1 [Consent of KPMG LLP.](#)
 - 23.2 [Consent of Ernst & Young LLP.](#)

** Previously filed

± Pursuant to Item 601(b)(2) of Regulation S-K, the Company agrees to furnish a supplemental copy of any omitted schedule or exhibit to the Business Combination Agreement to the SEC upon request.

SIGNATURES

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

Date: May 7, 2018

Anneal Pharmaceuticals, Inc.

By: /s/ Bryan M. Reasons

Name: Bryan M. Reasons

Title: Chief Financial Officer

PURCHASE AND SALE AGREEMENT

by and among

AMNEAL PHARMACEUTICALS LLC,

GEMINI LABORATORIES, LLC,

THE PERSONS SIGNATORY HERETO AS SELLERS

AND

THE SELLERS' REPRESENTATIVE

Dated as of May 7, 2018

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	1
Section 1.1 Definitions	1
ARTICLE II PURCHASE AND SALE	1
Section 2.1 Purchase and Sale of the Interests	1
Section 2.2 Closing	1
Section 2.3 Transactions to be Effected at the Closing	2
Section 2.4 Intentionally Omitted	2
Section 2.5 Purchase Price Adjustment	2
Section 2.6 No Withholding	5
ARTICLE III REPRESENTATIONS AND WARRANTIES RELATING TO THE SELLERS	5
Section 3.1 Authority and Enforceability	5
Section 3.2 Noncontravention	5
Section 3.3 Title to Interests	6
Section 3.4 Legal Proceedings	6
Section 3.5 Brokers	6
ARTICLE IV REPRESENTATIONS AND WARRANTIES RELATING TO THE ACQUIRED COMPANY	6
Section 4.1 Organization and Existence	7
Section 4.2 Capitalization	7
Section 4.3 Subsidiaries	7
Section 4.4 Noncontravention	7
Section 4.5 Financial Statements	8
Section 4.6 Absence of Certain Changes or Events	8
Section 4.7 Legal Proceedings	8
Section 4.8 Compliance with Laws; Permits	8
Section 4.9 Material Contracts	9
Section 4.10 Real Property; Title to Assets; Inventory	10
Section 4.11 Environmental Matters	11
Section 4.12 Insurance	11
Section 4.13 Taxes	12
Section 4.14 Regulatory Matters	13

TABLE OF CONTENTS
(continued)

	Page
Section 4.15 Intellectual Property	13
Section 4.16 Employee Benefits	13
Section 4.17 Labor and Employment Matters	14
Section 4.18 Brokers	15
Section 4.19 Disclaimer of Warranties	15
ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE BUYER	15
Section 5.1 Organization and Existence	15
Section 5.2 Authority and Enforceability	15
Section 5.3 Noncontravention	16
Section 5.4 Legal Proceedings	16
Section 5.5 Financing	16
Section 5.6 Investment Purpose	16
Section 5.7 Independent Investigation	16
Section 5.8 Brokers	17
ARTICLE VI COVENANTS	17
Section 6.1 Access to Information	17
Section 6.2 Conduct of Business Pending the Closing	18
Section 6.3 Confidentiality; Publicity	18
Section 6.4 Expenses	18
Section 6.5 Governmental Filings	18
Section 6.6 Transfer Taxes	19
Section 6.7 Tax Matters	19
Section 6.8 Further Actions	22
Section 6.9 D&O Indemnification	22
ARTICLE VII CLOSING CONDITIONS	23
Section 7.1 The Buyer's Conditions to Closing	23
Section 7.2 The Sellers' Conditions to Closing	23
Section 7.3 Mutual Conditions to Closing	23
ARTICLE VIII TERMINATION	24
Section 8.1 Grounds for Termination	24
Section 8.2 Effect of Termination	25

TABLE OF CONTENTS
(continued)

	Page
ARTICLE IX INDEMNIFICATION	25
Section 9.1 Survival	25
Section 9.2 Indemnification by the Sellers	25
Section 9.3 Indemnification by the Buyer	27
Section 9.4 Indemnification Procedure for Third Party Claims	27
Section 9.5 Indemnification Procedures for Non-Third Party Claims	29
Section 9.6 Calculation of Indemnity Payments	29
Section 9.7 Mitigation	29
Section 9.8 Characterization of Indemnification Payments	30
ARTICLE X MISCELLANEOUS	30
Section 10.1 Notices	30
Section 10.2 Severability	31
Section 10.3 Sellers' Representative	31
Section 10.4 Counterparts	32
Section 10.5 Entire Agreement; No Third Party Beneficiaries	32
Section 10.6 Governing Law	32
Section 10.7 Consent to Jurisdiction; Waiver of Jury Trial	33
Section 10.8 Right to Specific Performance	33
Section 10.9 Assignment	33
Section 10.10 Headings	34
Section 10.11 Construction	34
Section 10.12 Amendments and Waivers	34
Section 10.13 Schedules and Exhibits	34

Appendices

Appendix A Definitions

Schedules

Schedule A-1 Pre-Closing Total Interests

Schedule A-2 Interests Sold at Closing

Schedule A-3 Post-Closing Ownership

Schedule B Pro-Rata Share

Exhibits

Exhibit A Form Seller Note

Exhibit B Form of Restated Operating Agreement

Exhibit C Closing Working Capital Worksheet

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement, dated as of May 7, 2018 (this “**Agreement**”), by and among (i) Amneal Pharmaceuticals LLC, a Delaware limited liability company (the “**Buyer**”), (ii) Gemini Laboratories, LLC, a Delaware limited liability company (the “**Acquired Company**” or “**Gemini**”), (iii) each of the persons designated on the signature pages hereto as Sellers (each a “**Seller**” and, collectively, the “**Sellers**”), and (iv) Vikram Patel, solely in his capacity as the Sellers’ Representative.

RECITALS

WHEREAS, each Seller owns the outstanding equity interests of the Acquired Company set forth opposite such Seller’s name on Schedule A-1 hereto, which constitute all of the outstanding Equity Interests of the Acquired Company (the “**Total Interests**”); and

WHEREAS, the Sellers desire to sell to the Buyer, and the Buyer desires to purchase from the Sellers, upon the terms and conditions set forth in this Agreement, ninety-eight (98%) of the Total Interests held by the Sellers at the Closing on a pro rata basis in the amounts set forth opposite such Seller’s name on Schedule A-2 hereto (the “**Interests**”), such that following the Closing Buyer and each Seller shall own all of the Equity Interests of the Acquired Company in the amounts set forth opposite such Person’s name on Schedule A-3 hereto (the “**Transactions**”).

NOW THEREFORE, in consideration of the foregoing premises and the respective representations and warranties, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. Capitalized terms used in this Agreement have the meanings ascribed to them by definition in this Agreement or in Appendix A hereto.

ARTICLE II PURCHASE AND SALE

Section 2.1 Purchase and Sale of the Interests. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, each Seller will sell, transfer and deliver to the Buyer, and the Buyer will purchase from each Seller, all of the Interests held by each such Seller free and clear of all Liens. The aggregate purchase price for the Interests is an amount equal to U.S. \$40,000,000.00, subject to adjustment pursuant to Section 2.5(a)(ii) (the “**Base Purchase Price**”) *plus* promissory notes with the aggregate principal amount equal to \$77,200,000.00 (the “**Aggregate Note Amount**”) in the form attached hereto as Exhibit A (the “**Seller Note**”) and *plus* the Closing Cash Amount (the Base Purchase Price as adjusted, the “**Purchase Price**”). The Purchase Price will be paid as provided in Section 2.3.

Section 2.2 Closing. The closing of the Transactions (the “**Closing**”) shall take place remotely via the exchange of documents and release of signatures on May 7, 2018, or, if agreed to by the Buyer and the Sellers’ Representative in writing, the first Business Day

following the satisfaction or waiver of the conditions set forth in ARTICLE VII (other than those conditions that by their nature are to be satisfied at the Closing); provided, further that the Closing shall be deemed to occur and be effective at 12:01 A.M., local time in the State of New Jersey, on the Closing Date. The date on which the Closing actually occurs is referred to hereinafter as the “ **Closing Date** .”

Section 2.3 Transactions to be Effected at the Closing.

(a) At the Closing, the Buyer will:

(i) pay the Closing Payment, subject to any adjustment pursuant to Section 2.5(a)(ii), to the Sellers’ Representative (by wire transfer of immediately available funds in U.S. dollars to an account specified by the Sellers’ Representative to the Buyer no later than the Business Day prior to the Closing);

(ii) deliver to the Sellers’ Representative, for the benefit of the Sellers, the Seller Note, duly executed by the Buyer, in the principal amount equal to the Aggregate Note Amount, with each such Seller entitled to that portion of the principal amount equal to the amount set forth opposite such Seller’s name on Schedule B (each such Seller’s amount as compared to the aggregate principal under all Sellers Notes, expressed as a percentage, is hereinafter referred to as each “ **Pro-Rata Share** ”);

(iii) deliver to the Sellers all other documents, instruments or certificates required to be delivered by the Buyer at or prior to the Closing pursuant to Section 7.2 of this Agreement.

(b) At the Closing, each Seller will deliver to the Buyer:

(i) an instrument of assignment or other instrument of transfer, in a form acceptable to the Buyer, duly executed as necessary by such Seller for transfer and sale of such Interests to the Buyer, free and clear of all Liens;

(ii) unless otherwise requested by the Buyer, a resignation and release from each officer of the Acquired Company and a resignation and release from BA Acquisitions, LLC, the sole manager of the Acquired Company; and

(iii) all other documents, instruments or certificates required to be delivered by such Seller at or prior to the Closing pursuant to Section 7.1 of this Agreement.

(c) Following receipt of the Closing Payment from the Buyer pursuant to Section 2.3(a)(i), the Sellers’ Representative shall distribute to each Seller an amount equal to such Seller’s Pro-Rata Share multiplied by the Closing Payment. Except for the Buyer’s obligation to remit the Closing Payment pursuant to Section 2.3(a)(i), the Buyer shall have no obligation or liability to the Sellers with respect to the distribution of the Closing Payment under this Section 2.3(c).

Section 2.4 Intentionally Omitted.

Section 2.5 Purchase Price Adjustment.

(a) Closing Date Purchase Price Adjustment.

(i) Prior to the Closing Date, the Acquired Company has provided the Buyer with an estimated consolidated balance sheet of the Acquired Company as of the open of business on the Closing Date (the “**Estimated Closing Balance Sheet**”) and a statement of the estimated Closing Working Capital, derived from the Estimated Closing Balance Sheet (“**Estimated Closing Working Capital**”). The Estimated Closing Balance Sheet and Estimated Closing Working Capital shall be prepared by the Acquired Company in accordance with the Accounting Principles.

(ii) If Estimated Closing Working Capital is less than Target Working Capital, then the Closing Payment payable at Closing shall be decreased by the positive difference between Estimated Closing Working Capital and Target Working Capital (the “**Estimated Closing Working Capital Shortfall**”). If Estimated Closing Working Capital is greater than Target Working Capital, then the Closing Payment payable at Closing shall be increased by the positive difference between Estimated Closing Working Capital and Target Working Capital (the “**Estimated Closing Working Capital Excess**”). “**Target Working Capital**” shall be as set forth on the working capital worksheet set forth as Exhibit C to this Agreement (the “**Estimated Working Capital Statement**”).

(b) Post-Closing Date Purchase Price Adjustment.

(i) Following the Closing, the Purchase Price shall be adjusted as provided herein to reflect the difference between Closing Working Capital and Estimated Closing Working Capital.

(ii) Within thirty (30) days following the Closing Date, the Buyer shall deliver to the Sellers’ Representative a balance sheet of the Acquired Company as of the open of business on the Closing Date (the “**Closing Balance Sheet**”) and a statement of Closing Working Capital (the “**Closing Working Capital Statement**”) and a statement of the Closing Cash Amount (the “**Closing Cash Statement**”), in each case derived from the Closing Balance Sheet. The Closing Balance Sheet, Closing Working Capital Statement and the Closing Cash Statement shall be prepared in accordance with the Accounting Principles. The determination of Closing Working Capital, Closing Cash Amount and the preparation of the Closing Balance Sheet, the Closing Working Capital Statement and the Closing Cash Statement will entirely disregard (i) any and all effects on the assets or liabilities of the Acquired Company as a result of the transactions contemplated hereby or of any financing or refinancing arrangements entered into at any time by Buyer or any other transaction entered into by Buyer in connection with the consummation of the transactions contemplated hereby, and (ii) any of the plans, transactions, or changes that Buyer intends to initiate or make or cause to be initiated or made after the Closing with respect to the Acquired Company or its business or assets, or any facts or circumstances that are unique or particular to Buyer or any of its assets or liabilities. If Buyer does not deliver to Sellers’ Representative within thirty (30) days after the Closing Date the Closing Balance Sheet, Closing Working Capital Statement or the Closing Cash Amount, then the Estimated Closing Balance Sheet, the Estimated Closing Working Capital Statement (and the calculation of Closing Working Capital reflected therein) and the Estimated Closing Cash Amount will be final, conclusive and binding upon all Parties.

(iii) The Closing Balance Sheet, the Closing Working Capital Statement and the Closing Cash Statement (and the computation of Closing Working Capital and the Closing Cash Amount indicated thereon) delivered by the Buyer to the Sellers' Representative shall be conclusive and binding upon the Parties unless the Sellers' Representative, within thirty (30) days after delivery to the Sellers' Representative of the Closing Balance Sheet, the Closing Working Capital Statement and the Closing Cash Statement (the "**Dispute Period**"), notifies the Buyer in writing that the Sellers' Representative disputes any of the elements or amounts set forth therein that affect the calculation of the Purchase Price (the "**Objection Statement**"). If the Sellers' Representative does not deliver an Objection Statement within the Dispute Period, the Closing Balance Sheet, the Working Capital Statement and the Closing Cash Statement shall become final, conclusive and binding upon all Parties. Without limiting Sellers' right in this Section 2.5, upon request of Sellers' Representative at any time during the Dispute Period, Buyer shall reasonably promptly deliver to Sellers' Representative supporting source documents pertaining to the Closing Balance Sheet, the Closing Working Capital Statement and the Closing Cash Statement and such other information reasonably requested by Sellers' Representative. The Parties shall in good faith attempt to resolve any dispute and, if the Parties so resolve all disputes, the Closing Balance Sheet, the Closing Working Capital Statement and the Closing Cash Statement (and the computation of Closing Working Capital and Closing Cash Amount indicated thereon), as amended to the extent necessary to reflect the resolution of the dispute, shall be conclusive and binding on the Parties. If the Parties do not reach agreement in resolving the dispute within twenty (20) days after receipt of the Objection Statement, the Parties shall submit the dispute to Grant Thornton LLP and, if for any reason such firm is unable to act, to such other nationally recognized independent accounting firm which is mutually agreeable to the Parties (the "**Arbiter**") for resolution. Promptly, but no later than twenty (20) days after acceptance of his, her or its appointment as Arbiter, the Arbiter shall determine (it being understood that in making such determination, the Arbiter shall be functioning as an expert and not as an arbitrator), based solely on written submissions by the Buyer and the Sellers' Representative, and not by independent review, only those issues in dispute and shall render a written report as to the resolution of the dispute and the resulting computation of the Closing Working Capital and the Closing Cash Amount which shall be conclusive and binding on the Parties. All proceedings conducted by the Arbiter shall take place in Somerset County, New Jersey. In resolving any disputed item, the Arbiter (x) shall be bound by the provisions of this Section 2.5 and (y) may not assign a value to any item greater than the greatest value for such items claimed by either party or less than the smallest value for such items claimed by either party. Each party will bear its own costs and expenses in connection with the resolution of such dispute by the Arbiter, provided that the fees, costs and expenses of the Arbiter shall be allocated one-half to the Buyer and one-half to the Sellers, jointly and severally.

(iv) Upon final determination of Closing Working Capital as provided in Section 2.5(b)(iii) above, (A) if Closing Working Capital is greater than Estimated Closing Working Capital by more than \$250,000, the Purchase Price shall be increased by the excess of Closing Working Capital over Estimated Closing Working Capital and the Buyer shall promptly, but no later than five (5) business days after such final determination, pay the amount of such difference to the Sellers' Representative, to be distributed to the Sellers in accordance with their respective Pro-Rata Shares, and (B) if Closing Working Capital is less than Estimated Closing Working Capital by more than \$250,000, the Purchase Price shall be decreased by the excess of Estimated Closing Working Capital over Closing Working Capital and the Sellers shall promptly, but no later than five (5) Business Days after such final determination, pay to the Buyer the amount of such difference.

(v) Upon final determination of Closing Cash Amount as provided in Section 2.5(b)(ii) or Section 2.5(b)(iii) above, shall promptly, but no later than five (5) business days after such final determination, pay the amount of the Closing Cash Amount to the Sellers' Representative, to be distributed to the Sellers in accordance with their respective Pro-Rata Shares.

Section 2.6 No Withholding. Except as required pursuant to Tax Law, all payments of the Purchase Price shall be made without any deduction or withholding for Taxes.

ARTICLE III REPRESENTATIONS AND WARRANTIES RELATING TO THE SELLERS

Except as set forth in the disclosure schedules accompanying this Agreement (collectively, the “**Disclosure Schedule**”), each of the Sellers, solely with respect to such Seller, severally, but not jointly, represents and warrants to the Buyer as follows:

Section 3.1 Authority and Enforceability. Such Seller has the requisite power and authority to execute and deliver this Agreement and each Related Agreement to which such Seller is a party, to perform his, her or its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance by such Seller of this Agreement and each Related Agreement to which such Seller is a party, and the consummation by such Seller of the Transactions has been duly authorized by all necessary action on the part of such Seller, and no other action is necessary on the part of such Seller to authorize this Agreement or any such Related Agreement or to consummate the Transactions. This Agreement and each Related Agreement to which such Seller is a party has been duly executed and delivered by such Seller and, assuming the due authorization, execution and delivery by each other Party, constitutes a legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, except as limited by (a) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar Laws relating to creditors' rights generally and (b) general principles of equity, whether such enforceability is considered in a proceeding in equity or at Law.

Section 3.2 Noncontravention.

(a) Except for Permits or Filings set forth in Section 3.2(b) of this Agreement, neither the execution, delivery and performance of this Agreement and each Related Agreement to which such Seller is a party by such Seller, nor the consummation of the Transactions by such Seller, will, with or without the giving of notice or the lapse of time or both, (i) violate any Organizational Document of such Seller, (ii) violate any Law or Order applicable to such Seller, (iii) violate any Contract to which such Seller is a party, (iv) require

any consent or other action by any Person under, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, or give rise to any right of termination, cancellation or acceleration of any right or obligation of the Acquired Company or to a loss of any benefit to the Acquired Company is entitled under any provision of any Material Contract or any of the material assets of the Acquired Company or (v) result in the creation or imposition of any Lien (other than a Permitted Lien) on any asset of the Acquired Company, except in the case of clauses (ii) through (iv) to the extent that any such violation would not reasonably be expected to have a material adverse effect on such Seller's ability to perform its obligations hereunder or on any of the assets of the Acquired Company.

(b) No Permit or Filing is required by such Seller in connection with the execution and delivery of this Agreement and each Related Agreement to which such Seller is a party by such Seller, the performance by such Seller of its obligations hereunder and thereunder, and the consummation by such Seller of the Transactions other than (i) Permits and Filings set forth on Section 3.2(b) of the Disclosure Schedule, (ii) Permits and Filings that have been obtained or made prior to the date hereof and are listed on Section 3.2(b) of the Disclosure Schedule and (iii) Permits and Filings the failure of which to obtain or make would not reasonably be expected to have a material adverse effect on such Seller's ability to perform his, her or its obligations hereunder or on any of the assets of the Acquired Company.

Section 3.3 Title to Interests. Such Seller is the sole record and beneficial owner of the Interests indicated as being held by such Seller in Schedule A-2, free and clear of all Liens, and such Seller will transfer and deliver to the Buyer at the Closing good, marketable and valid title thereto, free and clear of all Liens. Except for this Agreement, or as set forth on Section 3.3 of the Disclosure Schedule, there are no agreements, arrangements, warrants, options, puts, rights or other commitments, plans or understandings of any character assigned or granted by such Seller or in respect of such Seller's Interests or to which such Seller is a party or bound or to which such Seller's Interests are subject relating to the issuance, sale, purchase, redemption, conversion, exchange, registration, voting or transfer of any of the Interests or other securities of the Acquired Company.

Section 3.4 Legal Proceedings. Except as set forth on Section 3.4 of the Disclosure Schedule, there are no Legal Proceedings pending or, to the actual knowledge of such Seller after reasonable inquiry, threatened against or otherwise relating to such Seller that (a) challenge or seek to enjoin, alter or materially delay the Transactions or (b) would reasonably be expected to have a material adverse effect on such Seller's ability to perform his, her or its obligations hereunder.

Section 3.5 Brokers. Except as set forth on Section 3.5 of the Disclosure Schedule, such Seller does not have any liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the Transactions.

ARTICLE IV REPRESENTATIONS AND WARRANTIES RELATING TO THE ACQUIRED COMPANY

Except as set forth in the Disclosure Schedule, the Acquired Company represents and warrants to the Buyer as follows:

Section 4.1 Organization and Existence. The Acquired Company is duly organized, validly existing and in good standing under the Laws of the State of Delaware, and has full limited liability company power and authority to own or lease its properties and carry on its business in the places where such properties are now owned or leased or such business is now being conducted, except where the absence of such power and authority has not had, and is not reasonably likely to have, a Material Adverse Effect. Each jurisdiction where the Acquired Company is licensed or qualified to do business is listed on Section 4.1 of the Disclosure Schedule.

Section 4.2 Capitalization. The Sellers own all of the outstanding Total Interests of the Acquired Company, in each case, free and clear of all Liens or applicable securities Laws. The Total Interests are the only outstanding Equity Securities of the Acquired Company. The Total Interests have been duly authorized, have been issued in compliance with applicable Laws and are validly issued. There are no outstanding obligations of the Acquired Company to repurchase, redeem or otherwise acquire any of the Interests. Other than the Organizational Documents of the Acquired Company, there are no voting trusts, equityholder agreements, proxies or other agreements or undertakings with respect to the voting, sale or other disposition of any of the Interests. No outstanding options or profits interests (including Class B Units of the Acquired Company, as defined in the Organizational Documents of the Acquired Company) or other Equity Securities of the Acquired Company are outstanding. As of the Closing Date, only Class A Units (as defined in the Organizational Documents of the Acquired Company) of the Acquired Company are outstanding.

Section 4.3 Subsidiaries. The Acquired Company does not own or control, directly or indirectly, any Equity Securities in any other Person other than its wholly-owned Subsidiary set forth on Section 4.3 of the Disclosure Schedule (“ **Solis** ”). Solis (a) does not have, nor has it ever had (i) any material assets, or (ii) any Liabilities other than filing fees and legal fees incurred by Solis in connection with its formation in the State of Delaware, (b) has never qualified to do business in any jurisdiction other than the State of Delaware, and (c) has never conducted any business or operations whatsoever or engaged, directly or indirectly, in the ownership, research, development, testing, manufacturing, production, preparation, propagation, compounding, conversion, processing, handling, packaging, labeling, storage, advertising, promotion, pricing, marketing, possession, use, importing, exporting, warehousing, sale and/or distribution of any product or service.

Section 4.4 Noncontravention.

(a) Except for Permits or Filings set forth in Section 4.4(b) of this Agreement, the consummation of the Transactions will not, with or without the giving of notice or the lapse of time or both, (i) violate any provision of the Organizational Documents of the Acquired Company, (ii) violate any Law or Order applicable to the Acquired Company or (iii) except as set forth on Section 4.4(a) of the Disclosure Schedule, violate any Material Contract, except in the case of clauses (ii) and (iii) to the extent that any such violation has not had, and would not reasonably be expected to have, a Material Adverse Effect.

(b) No Permit of, or Filing with any Governmental Entity is required by the Sellers or the Acquired Company in connection with the consummation of the Transactions by any Seller, other than (i) Permits and Filings set forth on Section 4.4(b) of the

Disclosure Schedule, (ii) Permits and Filings that have been obtained or made prior to the date hereof and are listed in Section 4.4(b) of the Disclosure Schedule and (iii) Permits and Filings the failure of which to obtain or make would not reasonably be expected to have a Material Adverse Effect.

Section 4.5 Financial Statements. The Buyer has previously been furnished with copies of (a) the audited balance sheets of the Acquired Company as of December 31, 2015, December 31, 2016 and December 31, 2017 (with December 31, 2017 hereinafter referred to as the “**Balance Sheet Date**”) and the related statement of income, members’ equity and cash flows for the years ended December 31, 2015, December 31, 2016 and December 31, 2017, and (b) the unaudited balance sheet of the Acquired Company for the three (3) month period ended March 31, 2018 and the related statement of income, members’ equity and cash flows for the three (3) month period ended March 31, 2018 (such financial statements referred to in (a) and (b), collectively, the “**Financial Statements**”). The Financial Statements have been prepared from the books and records of the Acquired Company, and prepared in all material respects in accordance with GAAP (except as may be indicated in the notes thereto). The Acquired Company has no liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise, in each case only to the extent required to be disclosed in a balance sheet prepared in accordance with GAAP and except (a) those which are adequately reflected or reserved against in the balance sheet of the Acquired Company as of the Balance Sheet Date, and (b) those which have been incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date and which are not, individually or in the aggregate, material in amount. The Acquired Company will not have any Indebtedness at Closing.

Section 4.6 Absence of Certain Changes or Events. Except as set forth on Section 4.6 of the Disclosure Schedule, since the Balance Sheet Date, (a) the business of the Acquired Company has been conducted in all material respects in the ordinary course consistent with past practices and (b) the Acquired Company has not taken any action that if taken after the date hereof and prior to the Closing Date would have required the consent of the Buyer pursuant to Section 6.2. Since the Balance Sheet Date, there has not been any change, effect, development, event or circumstance that has resulted in, or would be reasonably expected to result in, a Material Adverse Effect.

Section 4.7 Legal Proceedings. Except as disclosed on Section 4.7 of the Disclosure Schedule, to the Knowledge of Sellers there is no Legal Proceeding pending or threatened against or otherwise relating to the Acquired Company that (a) challenges or seeks to enjoin, alter or materially delay the Transactions or (b) has had, or would reasonably be expected to have, a Material Adverse Effect on any Seller’s or Acquired Company’s ability to perform his, her or its obligations hereunder or any of the assets of any Seller or the Acquired Company. Except as disclosed on Section 4.7 of the Disclosure Schedule, the Acquired Company is not subject to any Order of any Governmental Entity that (x) would reasonably be expected to materially delay the Transactions or (y) has had, or would reasonably be expected to have, a Material Adverse Effect on any Seller’s or the Acquired Company’s ability to perform his, her or its obligations hereunder or any of the assets of any Seller or the Acquired Company.

Section 4.8 Compliance with Laws; Permits.

(a) Except for such noncompliance that would not reasonably be expected to have a Material Adverse Effect on the Acquired Company's ability to perform its obligations hereunder, or as disclosed on Section 4.8(a) of the Disclosure Schedule, the Acquired Company is, and since January 1, 2014, has been, in compliance with all Laws applicable to it or its business or properties.

(b) Except as set forth on Section 4.8(b) of the Disclosure Schedule, the Acquired Company is in possession of all Permits that are necessary for the Acquired Company to own, lease, maintain, and operate its assets and properties and conduct its business as currently conducted in compliance with applicable Law, except the extent to which the failure to have had, or would not reasonably be expected to have, a Material Adverse Effect on the Acquired Company's ability to perform its obligations hereunder or any of its assets (collectively, the " **Company Permits** "). Each of the Company Permits is in full force and effect and the Acquired Company is in compliance with the terms of all such Company Permits, except for such noncompliance that would not have, or reasonably be expected to have, a Material Adverse Effect. No suspension, cancellation or modification is pending or, to the Knowledge of the Sellers, threatened, with respect to any of the Company Permits, and no such suspension, cancellation or modification will occur as a result of the Transactions. Since January 1, 2014, (i) no material violations are or have been recorded in respect of any such Company Permits, and (ii) the Acquired Company has not received any written notice from any Governmental Entity regarding an actual or alleged violation of, conflict with, or failure to comply with, any term or requirement of any Company Permit.

Section 4.9 Material Contracts.

(a) Section 4.9(a) of the Disclosure Schedule sets forth a list of all of the following types of Contracts to which the Acquired Company is a party:

(i) each Contract with any Related Party of the Acquired Company which will not be terminated at or prior to Closing;

(ii) each Contract with the six (6) largest customers of the Acquired Company based on revenue of the Acquired Company during fiscal year 2017;

(iii) any non-competition Contract or other Contract that purports to limit in any material respect the ability of the Acquired Company from competing, operating or doing business in any location or in any line of business;

(iv) any employment (other than at-will employment agreements or offer letters), consulting, or severance agreement pursuant to which the Acquired Company would reasonably be expected to make payment in excess of \$100,000 in 2017 or any year thereafter;

(v) any Contract (excluding non-exclusive licenses for commercial off-the-shelf computer software and Contracts with which Buyer is a party or otherwise bound) to which the Acquired Company is a party or otherwise bound and pursuant to which the Acquired Company (A) obtains the exclusive right to use any material Intellectual Property necessary to the operations of the business of the Acquired Company as currently conducted or (B) grants the exclusive right to use any material Intellectual Property necessary to the operations of the business of the Acquired Company as currently conducted;

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- (vi) any joint venture or revenue sharing Contract;
 - (vii) any Contract relating to Indebtedness of the Acquired Company;
 - (viii) any Contract containing “most favored nation” provisions;
 - (ix) any Contract with a Governmental Entity; and
 - (x) any other Contract that is material to the Acquired Company.

(b) The Contracts set forth on Section 4.9(a) of the Disclosure Schedule (or required to be set forth on Section 4.9(a)) are collectively referred to as the “**Material Contracts**”. Neither the Acquired Company nor, to the Knowledge of the Sellers, any other party thereto, is in violation of or default under any Material Contract other than those violations or defaults that have not had, and would not reasonably be expected to have, a Material Adverse Effect. To the Knowledge of the Sellers, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder.

(c) Each Material Contract is a valid and binding agreement of the Acquired Company, and is in full force and effect in all material respects (except to the extent such Material Contract terminates or expires after the date hereof in accordance with its terms), and is enforceable against the Acquired Company and, to the Knowledge of the Sellers, each other party thereto, in accordance with its terms, except (i) as limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar Laws relating to creditors’ rights generally or (ii) as limited by general principles of equity, whether such enforceability is considered in a proceeding in equity or at Law.

Section 4.10 Real Property; Title to Assets; Inventory.

(a) The Acquired Company does not own any real property or an buildings.

(b) Section 4.10(b) of the Disclosure Schedule contains a list of all leases and subleases for any real property and any buildings (collectively, the “**Real Property Leases**”) to which the Acquired Company is a party (such leased real property, the “**Real Property**”).

(c) The Acquired Company has valid leasehold interests in the material Real Property Leases (in each case, other than those assets and interests disposed of since the date hereof in the ordinary course of business), free and clear of any Liens other than Permitted Liens.

(d) The Acquired Company has made available to the Buyer a true, correct and complete copy of all Real Property Leases.

(e) The Acquired Company is not in material violation of or default under (including any condition that with the passage of time or the giving of notice would cause such a violation or default under) any Real Property Lease, and, to the Knowledge of the Sellers, no uncured default or breach on the part of the landlord exists under any Lease. Each Real Property Lease is a valid and binding agreement of the Acquired Company, and is in full force and effect (except to the extent such Real Property Lease expires after the date hereof in accordance with its terms), and is enforceable against the Acquired Company, and, to the Knowledge of the Sellers, each other party thereto, in accordance with its terms, except (i) as limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar Laws relating to creditors' rights generally or (ii) as limited by general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

(f) The Acquired Company has good and valid title to all personal property and other assets reflected in the Financial Statement for the year ended December 31, 2017 or acquired after the Balance Sheet Date, other than properties and assets sold or otherwise disposed of in the ordinary course of business consistent with past practice since the Balance Sheet Date. All such properties and assets are free and clear of Liens except Permitted Liens. All inventory of the Acquired Company consists of a quality and quantity usable and salable in the ordinary course of business of the Acquired Company consistent with past practice.

Section 4.11 Environmental Matters.

(a) Except for such noncompliance that is not, and is not reasonably be expected to be, material to the Acquired Company and has not had, and is not reasonably expected to have, or have Material Adverse Effect on the Acquired Company's ability to perform its obligations hereunder or on its assets, or as disclosed on Section 4.11 of the Disclosure Schedule: (i) to the Knowledge of the Sellers, the Acquired Company is in compliance, and at all times has been in compliance with, all Environmental Laws, (ii) there are no Legal Proceedings pending or, to the Knowledge of the Sellers, threatened against the Acquired Company alleging a violation of any Environmental Law and (iii) to the Knowledge of the Sellers, the Acquired Company holds and is, and has been since January 1, 2014, in compliance with all Environmental Permits required for the current operations of the Acquired Company.

(b) This Section 4.11 contains the sole and exclusive representations and warranties relating to environmental matters.

Section 4.12 Insurance. The Acquired Company and its business or properties is insured to the extent specified under the insurance policies issued to the Acquired Company listed on Section 4.12 of the Disclosure Schedule (collectively, the "**Policies**"), a true and complete copy of each of which has been made available to the Buyer prior to the date hereof, all of which Policies are in full force and effect, have not been subject to any lapse of coverage, and shall remain in full force and effect following the consummation of the Transactions. There is no claim by the Acquired Company pending under any of the Policies as to which coverage has been denied or disputed by the underwriters of such Policies or in respect of which such underwriters have reserved their rights. All premiums payable under all such Policies have been

timely paid and the Acquired Company have otherwise complied fully with the terms and conditions of all of the Policies and such Policies remain in full force and effect pursuant to their terms. No written notice of cancellation or termination has been received by the Acquired Company with respect to any such material Policies that have not been replaced on substantially similar terms prior to the date of such cancellation or termination.

Section 4.13 Taxes. Except as set forth on Section 4.13 of the Disclosure Schedule:

(a) All material Tax Returns required to have been filed by the Acquired Company have been filed, and all Taxes shown as due on such Tax Returns by the Acquired Company have been paid.

(b) To the Knowledge of the Sellers, there is no audit pending against the Acquired Company in respect of any Taxes. There are no material Liens on any of the assets of the Acquired Company that arose in connection with any failure (or alleged failure) to pay any Tax, other than Permitted Liens.

(c) To the Knowledge of the Sellers, the Acquired Company has withheld and paid all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any third party.

(d) The Acquired Company has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to the imposition of a Tax assessment or deficiency.

(e) Since its formation, the Acquired Company has never been classified as a corporation for U.S. federal income Tax purposes.

(f) The Acquired Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting for a taxable period ending on or prior to the Closing Date; (ii) use of an improper method of accounting for a taxable period ending on or prior to the Closing Date; (iii) "closing agreement" as described in Code §7121 (or any corresponding or similar provision of state, local, or non-U.S. income Tax law) executed on or prior to the Closing Date; (iv) installment sale or open transaction disposition made on or prior to the Closing Date; or (v) prepaid amount received on or prior to the Closing Date.

(g) The Acquired Company has not been a party to any "listed transaction," as defined in Code §6707A(c)(2) and Reg. §1.6011-4(b)(2).

(h) To the Knowledge of the Sellers, no claim has ever been made by a Taxing Authority in a jurisdiction where the Acquired Company does not file Tax Returns that the Acquired Company is or may be subject to taxation by that jurisdiction.

(i) This Section 4.13 contains the sole and exclusive representations and warranties relating to Tax matters.

Section 4.14 Regulatory Matters.

(a) Except as set forth in Section 4.14(a) of the Disclosure Schedule, the Acquired Company is and has been in compliance in all material respects with all Drug Regulatory Laws pertaining to the sale, distribution, ownership, operation, storage, import, export, handling, advertising, promotion, pricing, marketing, distribution, warehousing and/or testing (the “**Product Activities**”) of the Products.

(b) Except as set forth in Section 4.14(b) of the Disclosure Schedule, the Acquired Company did not engage in any promotion or advertising of Repraxain.

(c) Neither the Acquired Company nor any of the Sellers is subject to any material enforcement, regulatory or administrative Legal Proceedings by the FDA or other Governmental Entity alleging that any operation or activity of the Acquired Company relating to its business or Products is in material violation of any Drug Regulatory Law or other Law, and, to the Knowledge of the Sellers, no such Legal Proceedings have been threatened in writing.

(d) This Section 4.14 and Section 4.8(b) contain the sole and exclusive representations and warranties relating to Drug Regulatory Laws.

Section 4.15 Intellectual Property.

(a) Section 4.15(a) of the Disclosure Schedule contains a true and complete list of all Intellectual Property that is (i) owned by the Acquired Company and (ii) subject to an application or registration (by name, owner and, where applicable, registration or application number and jurisdiction). All required filings and fees related to such Intellectual Property have been timely filed and paid.

(b) Except as set forth on Section 4.15(b) of the Disclosure Schedule, the Acquired Company solely and exclusively owns the Company Intellectual Property, and in each case, free and clear of any Liens (other than Permitted Liens).

(c) Except as set forth on Section 4.15(c) of the Disclosure Schedule, the Company Intellectual Property is not subject to any outstanding order, judgment or decree adversely affecting the Acquired Company’s use of, or its rights to, such Company Intellectual Property. To the Knowledge of the Sellers, the conduct of the business of the Acquired Company as currently conducted does not infringe, misappropriate or otherwise violate the Intellectual Property rights of any Person in any material respect, and the Acquired Company has received no written claim alleging such infringement, misappropriation or other violation.

Section 4.16 Employee Benefits.

(a) Section 4.16(a) of the Disclosure Schedule includes a list of all Benefit Plans (x) sponsored, maintained, administered, contributed to or entered into by the Acquired Company for the benefit of any current or former director, employee, officer or individual independent contractor of the Acquired Company or (y) for which the Acquired Company have any direct or indirect liability (collectively, the “**Company Benefit Plans**”). The Sellers have delivered or made available to the Buyer copies of each Company Benefit Plan (or a

description, if such plan is not written) and all amendments thereto and the most recent summary plan description for each Company Benefit Plan for which such a summary plan description is required.

(b) Except as set forth on Section 4.16(b) of the Disclosure Schedule:

(i) (x) no Company Benefit Plan, and no Benefit Plan sponsored, maintained, administered or contributed by any ERISA Affiliate, is covered by Title IV of ERISA.

(ii) each Company Benefit Plan has been maintained and is in compliance with its terms and all applicable Law, including provisions of ERISA and the Code, except for instances of noncompliance that would not reasonably be expected to result in a Material Adverse Effect;

(iii) any Company Benefit Plan, and any award thereunder, that is a “nonqualified deferred compensation plan” within the meaning of Section 409A of the Code either (A) has been operated in material compliance with, and the Acquired Company have materially complied with, the requirements of Section 409A of the Code or (B) is exempt from the requirements of Section 409A of the Code;

(iv) no action, suit, investigation, audit, proceeding or claim (other than routine claims for benefits) is pending against or involves or, to the Knowledge of the Sellers, is threatened against or threatened to involve, any Company Benefit Plan before any arbitrator or any Governmental Entity, except that has not had, or would not reasonably be expected to have, a Material Adverse Effect.

(c) Except as set forth on Section 4.16(c) of the Disclosure Schedule, neither the execution of this Agreement nor the consummation of Transactions (either alone or together with any other event) will give rise to liability for any payment or benefit, including severance or termination pay, to any employee, director or officer of the Acquired Company (all of which payments, if any, shall be deemed Seller Transaction Costs hereunder).

Section 4.17 Labor and Employment Matters

(a) Except as set forth in Section 4.17(a) of the Disclosure Schedule, the Acquired Company does not have any employment agreements with its employees and all such employees are employed on an “at will” basis.

(b) Except as set forth in Section 4.17(b) of the Disclosure Schedule, the Acquired Company is not a party to, and are not negotiating, any collective bargaining agreement or letter of understanding with any labor union or organization with respect to the business of the Acquired Company. There is no, and since January 1, 2014 there has not been any, pending, or to the Knowledge of the Sellers, threatened, labor dispute, work slowdown, work stoppage, unfair labor practice charge or complaint, strike, administrative, arbitration or court proceeding or order between the Acquired Company and any present or former employees of the Acquired Company.

Section 4.18 Brokers. The Acquired Company has no liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the Transactions.

Section 4.19 Disclaimer of Warranties. EXCEPT AS SET FORTH IN THIS AGREEMENT AND THE RELATED AGREEMENTS, NONE OF THE ACQUIRED COMPANY, THE SELLERS, THEIR RESPECTIVE AFFILIATES NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES MAKE OR HAVE MADE, AND THE BUYER IS NOT RELYING ON, ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE INTERESTS OR THE ASSETS AND PROPERTIES OF THE ACQUIRED COMPANY. EXCEPT IN THE CASE OF FRAUD OR A BREACH OF THIS AGREEMENT OR ANY RELATED AGREEMENT, NONE OF THE ACQUIRED COMPANY, THE SELLERS, THEIR RESPECTIVE AFFILIATES NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES WILL HAVE OR BE SUBJECT TO ANY LIABILITY OR INDEMNIFICATION OBLIGATION TO THE BUYER OR ANY OTHER PERSON RESULTING FROM THE DISTRIBUTION TO THE BUYER, ITS AFFILIATES OR REPRESENTATIVES OF, OR THE BUYER'S USE OF OR RELIANCE ON, ANY INFORMATION RELATING TO THE BUSINESS OF THE ACQUIRED COMPANY, THE INTERESTS OR THE ASSETS AND PROPERTIES OF THE ACQUIRED COMPANY, INCLUDING ANY INFORMATION, DOCUMENTS OR MATERIAL MADE AVAILABLE TO THE BUYER, WHETHER ORALLY OR IN WRITING, IN THE DATA ROOMS, MANAGEMENT PRESENTATIONS, RESPONSES TO QUESTIONS SUBMITTED ON BEHALF OF THE BUYER OR IN ANY OTHER FORM IN EXPECTATION OF THE TRANSACTIONS. ANY SUCH OTHER REPRESENTATION OR WARRANTY IS HEREBY EXPRESSLY DISCLAIMED.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Sellers as follows:

Section 5.1 Organization and Existence. The Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of Delaware.

Section 5.2 Authority and Enforceability. The Buyer has the requisite power and authority to execute and deliver this Agreement and the Related Agreements to which it is a party, to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance by the Buyer of this Agreement and the Related Agreements to which it is a party and the consummation by the Buyer of the Transactions have been duly authorized by all necessary action on the part of the Buyer, and no other action is necessary on the part of the Buyer to authorize this Agreement or to consummate the Transactions. This Agreement and each of the Related Agreements to which the Buyer is a party have been duly executed and delivered by the Buyer and, assuming the due authorization, execution and delivery by each other Party, constitutes a legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, except as limited by (a) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar Laws relating to creditors' rights generally and (b) general principles of equity, whether such enforceability is considered in a proceeding in equity or at Law.

Section 5.3 Noncontravention.

(a) Except for Permits or Filings set forth in Section 5.3(b) of this Agreement, neither the execution, delivery and performance of this Agreement, or any Related Agreement to which the Buyer is a party, by the Buyer, nor the consummation of the Transactions, will, with or without the giving of notice or the lapse of time or both, (i) violate any provision of the Organizational Documents of the Buyer, (ii) violate any Law or Order applicable to the Buyer or (iii) violate any Contract to which the Buyer is a party, require any consent or other action by any Person under, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, or give rise to any right of termination, cancellation or acceleration of any right or obligation of the Buyer or to a loss of any benefit to which the Buyer is entitled under any provision of any Contract to which the Buyer is a party, except in the case of clauses (i), (ii) and (iii) to the extent that any such violation has not had, and would not reasonably be expected to have, a material adverse effect on the Buyer's ability to perform its obligations hereunder.

(b) No Permit of, or Filing with, any Governmental Entity is required in connection with the execution and delivery of this Agreement by the Buyer, the performance by the Buyer of its obligations hereunder and the consummation by the Buyer of the Transactions other than (i) Permits and Filings set forth on Section 5.3(b) of the Disclosure Schedule, (ii) Permits and Filings which have been obtained or made prior to the date hereof and (iii) Permits and Filings the failure of which to obtain or make would not reasonably be expected to have a material adverse effect on the Buyer's ability to perform its obligations hereunder.

Section 5.4 Legal Proceedings. There are no Legal Proceedings pending or, to the Knowledge of the Buyer, threatened against or otherwise relating to the Buyer that challenge or seek to enjoin, alter or materially delay the Transactions or that would reasonably be expected to have a material adverse effect on the Buyer's ability to perform its obligations hereunder.

Section 5.5 Financing. The Buyer has, and will have at the Closing, cash available or existing committed borrowing facilities which together are sufficient to pay the Purchase Price and all other amounts payable under the Seller Note or otherwise necessary to enable it to consummate the Transactions.

Section 5.6 Investment Purpose. The Buyer acknowledges that the Interests being acquired pursuant to this Agreement have not been registered under the Securities Act of 1933, as amended, (the "**Securities Act**") or under any state or foreign securities Laws and that the Interests may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of unless such transfer, sale assignment, pledge, hypothecation or other disposition is pursuant to the terms of an effective registration under the Securities Act and is registered under any applicable state or foreign securities Laws or pursuant to an exemption from registration under the Securities Act and any applicable state or foreign securities Laws. The Buyer is purchasing the Interests for its own account and not with a view to any public resale or other distribution thereof, except in compliance with applicable securities Laws.

Section 5.7 Independent Investigation. The Buyer has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its participation in the Transactions. The Buyer has conducted its own independent review

and analysis of, and based thereon has formed, an independent judgment concerning the assets, liabilities, condition, operations and prospects of the business of the Acquired Company. In entering into this Agreement, the Buyer has relied solely upon its own review and analysis and the specific representations and warranties of the Sellers and the Acquired Company expressly set forth in this Agreement and the Related Agreements and not on any representations, warranties, statements or omissions by any Person other than the Sellers and the Acquired Company, or by the Sellers and the Acquired Company other than those specific representations and warranties expressly set forth in this Agreement and the Related Agreements. The Buyer acknowledges that, except for the representations and warranties expressly set forth in this Agreement and the Related Agreements, none of the Sellers or the Acquired Company, their respective Affiliates or any of their respective equityholders or other Representatives has made or makes, and the Buyer has not relied on and is not relying on, any representation, warranty or statement, either express or implied, (a) as to the accuracy or completeness of any of the information delivered or made available to the Buyer, any of its Affiliates or any of its or their respective directors, officers, employees, equityholders, agents or other Representatives or lenders and (b) with respect to any projections, forecasts, estimates, plans or budgets of future revenues, expenses or expenditures, future results of operations (or any component thereof), future cash flows (or any component thereof) or future financial condition (or any component thereof) of the business of the Acquired Company delivered or made available to the Buyer, any of its Affiliates or any of its or their respective equityholders, Representatives or lenders.

Section 5.8 Brokers. Neither the Buyer nor any of its Affiliates has any liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the Transactions.

ARTICLE VI COVENANTS

Section 6.1 Access to Information. After the Closing, the Buyer will, and will cause its Representatives to, afford to each of the Sellers, including their respective Representatives, reasonable access to all books, records, files and documents to the extent they are related to Acquired Company and Buyer, and shall make its Representatives available on a mutually convenient basis to explain or clarify such information, solely to the extent necessary to permit such Persons to prepare and file their respective Tax Returns and to prepare for and participate in any investigation, audit, claim or other proceeding with respect thereto, to prepare for and participate in any other investigation and defend any Legal Proceedings relating to or involving such Person, to discharge its obligations under this Agreement and to comply with financial reporting requirements; provided, however, that the Buyer shall have no obligation to provide such access to books, records, files and documents (i) that the Buyer reasonably believes in good faith it is prohibited from providing to the Sellers by reason of applicable Law, (ii) that constitutes or allows access to information protected by attorney-client privilege or (iii) that the Buyer is required to keep confidential or to prevent access to by reason of any Contract with a third party; provided, further, that the Buyer shall use commercially reasonable efforts to obtain any necessary consents or waivers to permit such disclosure and/or disclose such information in a way that would not violate such obligation or jeopardize such privilege. The Buyer will cause such records to be maintained for not fewer than seven (7) years from the Closing Date and will not dispose of such records thereafter without first offering in writing to deliver them to the Sellers.

Section 6.2 Conduct of Business Pending the Closing. During the Interim Period, the Acquired Company shall conduct its businesses in the ordinary course of business consistent with past practices, and, subject to the requirements of this Agreement, use commercially reasonable efforts to preserve, maintain and protect its material assets in material compliance with applicable Laws.

Section 6.3 Confidentiality; Publicity.

(a) Sellers will not make any public announcement or issue any public communication regarding this Agreement or the Transactions or any matter related to the foregoing, without the prior written consent of the Buyer (such consent not to be unreasonably withheld), except (i) if such announcement or other communication is required by applicable Law or Order, in which case the Sellers shall, to the extent permitted by applicable Law or Order, first allow the Buyer to review such announcement or communication and the opportunity to comment thereon; (ii) announcements and communications to Governmental Entities in connection with Filings or Permits relating to the Transactions.

(b) From and after the Closing, each of the Sellers shall, and shall cause each of its respective Affiliates to, hold, and shall use its reasonable best efforts to cause its or their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Acquired Company and its Affiliates, except to the extent that a Seller can show that such information (a) is generally available to and known by the public through no fault of such Seller, any of its Affiliates or their respective Representatives; or (b) is lawfully acquired by a Seller, any of its Affiliates or their respective Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If Sellers or any of its Affiliates or their respective Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, Sellers shall promptly notify Buyer in writing and shall disclose only that portion of such information which Sellers are advised by its counsel in writing is legally required to be disclosed, *provided that* Sellers shall use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 6.4 Expenses. Except as otherwise expressly provided in this Agreement, whether or not the Transactions are consummated, each Party will pay his, her or its own costs and expenses incurred in anticipation of, relating to and in connection with the negotiation and execution of this Agreement and the consummation of the Transactions. Notwithstanding the foregoing and for the avoidance of doubt, the Sellers shall pay all Seller Transaction Costs, at their own cost and expense, as, if and when due.

Section 6.5 Governmental Filings. The Sellers and the Buyer shall (i) cooperate with the Acquired Company in all reasonable respects to make, in the most expeditious manner practicable, and as may be required under applicable Law or by a Governmental Entity, all filings, notifications, transfers, and applications with and to the applicable Governmental Authorities, including, if applicable, the FDA, state Governmental Authorities and comparable foreign Governmental Authorities, (ii) use commercially reasonable efforts to obtain all licenses, permits, consents, approvals, authorizations, registrations, qualifications, changes and orders that are required by Law or by a Governmental Entity to be

made and/or obtained as a result of the transactions contemplated by this Agreement and which are necessary for the conduct of the business as it is currently being conducted, and to otherwise consummate the Transactions, and (iii) use commercially reasonable efforts to obtain consents from other Persons, if any, listed on Section 4.4 of the Disclosure Schedule. In furtherance of the foregoing, the Buyer agrees to provide all reasonable assistance, including assurances as to financial capability, resources and creditworthiness as may be reasonably requested by any Governmental Entity or other Person whose consent or approval is sought hereunder. To the extent permitted under applicable Law or by a Governmental Entity, each Seller shall, and shall cause each of its Affiliates to, use commercially reasonable efforts to permit the Buyer and the Acquired Company, until the earlier of six (6) months from Closing and the maximum period permitted under applicable Law or by the applicable Governmental Entity, to continue to operate under the currently existing operating licenses, permits, consents, approvals, authorizations, Drug Registrations, and qualifications held by a Seller for the conduct of the Business, and the Buyer shall indemnify and hold harmless each Seller and each of its Affiliates from and against any liability or out-of-pocket expense obligation in connection with such cooperation.

Section 6.6 Transfer Taxes. Notwithstanding any provision of this Agreement to the contrary, all Transfer Taxes incurred in connection with this Agreement and the Transactions shall be (a) half by the Buyer, and (b) half by the Sellers, jointly and severally. The Sellers and the Buyer shall cooperate in timely making all Filings, Tax Returns, reports and forms as may be required to comply with the provisions of such Tax Laws.

Section 6.7 Tax Matters. Except as provided in Section 6.6 relating to Transfer Taxes:

(a) General Tax Treatment.

(i) For U.S. federal income Tax purposes, as well as all applicable state and local income Tax purposes, the parties hereto shall treat the transactions contemplated by this Agreement as a sale of interests in a partnership pursuant to Code Section 741.

(ii) The Acquired Company will make a valid election pursuant to Code Section 754, and as applicable, any analogous election for state and local income Tax purposes, and such election(s) will be in effect as of the Closing Date in order for the basis of the property of the Acquired Company to be adjusted under Section 743 of the Code, and as applicable, any analogous provision under state and local Law, with respect to Buyer as a result of the purchase of the Interests.

(iii) Notwithstanding anything to the contrary in this Agreement or the Operating Agreement of the Acquired Company, for Income Tax purposes, the parties intend that the assumption and payment by those certain Sellers of the obligations of the Acquired Company to make payments under the Consulting Agreements shall be treated as if each such relevant Seller first contributed the amounts paid by such Seller pursuant to such Consulting Agreements to the Acquired Company and then the Acquired Company paid such amounts to the recipients of such payments. The parties further intend that any expense, deduction or similar items of the Acquired Company resulting from or attributable to the payments under the Consulting Agreements shall be specifically allocated for tax purposes to

such Sellers based on the actual payments made by each such Seller. Each of Buyer, Sellers, the Acquired Company and their respective Affiliates shall prepare and file all Tax Returns and amend, if necessary, the Operating Agreement of the Acquired Company, in a manner consistent with the intent of parties as set forth in this Section 6.7(a)(iii).

(b) The Sellers shall (i) be responsible for the preparation and filing of all Tax Returns required by Law to be filed by, or with respect to, the Acquired Company or a Subsidiary thereof, for any taxable period ending on or before the Closing Date, and all Tax Returns of an affiliated, combined, consolidated, unitary or similar group that includes, or of a partnership or other pass through or tax transparent entity the partners, members or other economic owners of which include, the Acquired Company or its Subsidiaries and each Seller or any of their respective Affiliates other than the Acquired Company or its Subsidiaries (a “**Seller Combined Return**”), and (ii) pay all Taxes shown by such Tax Returns to be due. The Sellers shall have the sole right to file amended Tax Returns with respect to the Acquired Company or a Subsidiary thereof relating to any taxable period ending on or before the Closing Date or any Seller Combined Return. The Sellers shall retain any refunds received for Taxes paid for any taxable period ending on or before the Closing Date of, or with respect to, the Acquired Company (net of (i) all out-of-pocket expenses, including Taxes, incurred in connection with such refund and without interest, other than any interest paid by the relevant Taxing Authority with respect to such refund, and (ii) the amount, if any, taken into account in the final determination of Closing Working Capital), and the amount of any such refund received by the Buyer or any of its Affiliates shall be paid promptly to the Sellers Representative.

(c) The Buyer shall (i) be responsible for the preparation and filing of all Straddle Period Tax Returns required by Law to be filed by, or with respect to, the Acquired Company or a Subsidiary thereof and (ii) pay (subject to the Buyer’s right to reimbursement set forth below) all Tax liabilities shown by such Tax Returns to be due. All such Tax Returns shall be prepared in a manner consistent with past practice, provided that there is a reasonable basis for the positions claimed on such Tax Returns. The Buyer shall provide a substantially complete and accurate draft of each such Straddle Period Tax Return to the Sellers’ Representative no later than twenty (20) Business Days prior to the due date for such Tax Return (including any extension thereof properly obtained) for the review and approval of the Sellers Representative, such approval not to be unreasonably withheld. Not later than five (5) Business Days before the due date for any Straddle Period Tax Return (including any extension thereof properly obtained), the Sellers shall pay to the Buyer the portion of the Taxes set forth on such Tax Return that are allocable to the Pre-Closing Taxable Period (under principles set forth in the definition of Pre-Closing Taxable Period), net of any payments of estimated Taxes made prior to the Closing Date in respect of such Taxes.

(d) Each party hereto shall, and shall cause its Affiliates to, provide to each of the other parties hereto such cooperation and information as any of them reasonably may request in filing any Tax Return, amended Tax Return or claim for refund, determining a liability for Taxes or a right to refund of Taxes or in conducting any audit or other proceeding in respect of Taxes. Such cooperation and information shall include providing copies of all relevant portions of relevant Tax Returns, together with relevant accompanying schedules and relevant work papers, relevant documents relating to rulings or other determinations by taxing authorities and relevant records concerning the ownership and Tax basis of property, which any such party

may possess. Each party shall make its employees reasonably available on a mutually convenient basis at its cost to explain any documents or information so provided. Each of the Sellers' Representative and Buyer shall retain all Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters of the Acquired Company for any taxable period beginning before the Closing Date until the expiration of the statute of limitations of the taxable periods to which such Tax Returns and other documents relate, without regard to extensions except to the extent notified by the other party in writing of such extensions for the respective Tax periods.

(e) Procedures Relating to Tax Claims.

(i) If any Taxing Authority makes a Tax Claim, then the party hereto first receiving notice of such Tax Claim promptly shall provide written notice of such Tax Claim to the other party hereto. Such notice shall specify in reasonable detail the basis for such Tax Claim and shall include a copy of any relevant correspondence received from the Taxing Authority.

(ii) The Sellers Representative shall have the right to defend, object to or prosecute, at its sole cost and expense, those Tax Claims relating to taxable periods ending on or before the Closing Date of, or with respect to, the Acquired Company or a Subsidiary thereof, or relating to the Seller Combined Return. The Buyer shall not have the right to participate in the defense or prosecution of such proceedings; provided that the Sellers Representative shall not settle or compromise such proceedings in a manner which is reasonably likely to have an adverse effect on the Acquired Company or Buyer without the prior written consent of the Buyer, not to be unreasonably withheld.

(iii) Any Tax Claim with respect to the Acquired Company or its Subsidiaries for a Straddle Period (other than with respect to a Seller Combined Return) shall be jointly controlled by the Buyer and the Sellers Representative, each acting in good faith.

(f) Notwithstanding anything to the contrary in this Section 6.7, the Sellers Representative shall have the exclusive right to control any Tax Claims, and the Buyer shall have no right to attend any proceedings with respect thereto, relating to any Seller Combined Return or otherwise to any affiliated, combined, consolidated, unitary or similar group including any Acquired Company or a Subsidiary, on the one hand, and any Seller or any of its Affiliates, on the other hand; provided that the Sellers Representative shall not settle or compromise such proceedings in a manner which is reasonably likely to have an adverse effect on the Acquired Company or Buyer without the prior written consent of the Buyer, not to be unreasonably withheld.

(g) Each Seller, severally and not jointly, based on the Pro-Rata Share of each Seller, shall indemnify Buyer and the Acquired Company and hold them harmless from and against any Loss attributable to (i) all Taxes (or the non-payment thereof) of the Acquired Company for all Pre-Closing Taxable Periods, (ii) all Taxes of any member of an affiliated, consolidated, combined or unitary group of which the Acquired Company (or any predecessor of it) is or was a member on or prior to the Closing Date by reason of a liability under Treasury Regulation Section 1.1502-6, and (iii) any and all Taxes of any person (other than the Acquired Company) imposed on the Acquired Company as a transferee or successor, by contract or

pursuant to any law, rule, or regulation, which Taxes relate to an event or transaction occurring before the Closing; provided, however, that Sellers shall be liable with respect to an item of Taxes described above only to the extent that the amount of such item exceeds the amount, if any, accrued for that purpose in the final determination of Closing Working Capital. Sellers shall reimburse Buyer for any Taxes of the Acquired Company that are the responsibility of Sellers pursuant to this Section 6.7(g) within fifteen (15) days after payment of such Taxes by Buyer or the Acquired Company. Without duplication, the indemnification obligation pursuant to this Section 6.7(g) is in addition to the indemnification obligations of Sellers pursuant to Article IX of this Agreement and any conflict between Article IX and this Section 6.7(g) shall be resolved in favor of the provisions of this Section 6.7(g). Notwithstanding anything in Article IX of this Agreement to the contrary, (x) the representations and warranties in Section 4.13 shall survive the Closing until the expiration of the applicable statutes of limitations plus sixty (60) days, and (y) and the Deductible and Cap shall not apply to any Loss relating to Taxes.

Section 6.8 Further Actions.

(a) Subject to the terms and conditions of this Agreement, the Buyer, the Acquired Company and each of the Sellers agree to use their commercially reasonable efforts (except where a different efforts standard is specifically contemplated by this Agreement, in which case such different standard shall apply) to take, or cause to be taken, actions and to do, or cause to be done, things necessary, proper or advisable to consummate and make effective the Transactions. The Buyer, the Acquired Company and each of the Sellers agree not to take any action, or fail to take any action, with the intention of preventing or materially delaying the consummation of the Closing. Nothing contained in this Section 6.8 shall require, and in no event shall the reasonable best efforts (or any other different efforts standard specifically contemplated by this Agreement) of the Buyer or the Sellers be deemed or construed to require, the Buyer, any Seller or the Acquired Company to (i) pay any fee or (ii) incur any other liability.

(b) Subject to the terms and conditions of this Agreement, at any time and from time to time after the Closing, at a Party's request and without further consideration, the other Parties shall execute and deliver to such requesting Party such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as such Party may reasonably request in order to consummate the Transactions and/or enforce the indemnification and other rights of such Party hereunder.

Section 6.9 D&O Indemnification. The Buyer agrees that all rights to exculpation, indemnification and advancement of expenses now existing in favor of the current or former managers, officers or employees, as the case may be, of the Acquired Company, as provided in its Organizational Documents shall survive the Closing and shall continue in full force and effect in accordance with their terms, except to the extent that any of the foregoing constitutes a Loss for which the Sellers are required to indemnify the Buyer Indemnitees pursuant to Section 9.2.

ARTICLE VII
CLOSING CONDITIONS

Section 7.1 The Buyer's Conditions to Closing. The obligation of the Buyer to consummate the Transactions shall be subject to fulfillment at or prior to the Closing of the following conditions, any one or more of which may be waived in writing by the Buyer:

(a) Officer's Certificate. An officer of the Acquired Company shall have executed and delivered to the Buyer a certificate, dated as of the Closing Date, certifying to Organization Documents, officer and manager of the Acquired Company.

(b) Restated Operating Agreement. The Sellers and the Acquired Company shall have entered into the Restated Operating Agreement.

(c) No Material Adverse Effect. During the Interim Period, no change, effect, development, event or circumstance occurred that has had or would reasonably be expected to have a Material Adverse Effect.

(d) License Agreement. The Acquired Company shall have delivered to the Buyer an executed copy of the amendment to the Exclusive License and Supply Agreement, dated March 7, 2014, between the Acquired Company and Jerome Stevens Pharmaceuticals.

(e) Termination of Consulting Arrangements. The consulting arrangements for each of Messrs Todisco, Saraf and Mani with the Acquired Company (the "Consulting Agreements") shall have terminated pursuant to termination agreements acceptable to the Buyer, which termination agreements shall include full releases in favor of the Acquired Company, and the Acquired Company shall have no further obligations owing to such individuals thereunder.

(f) Non-Foreign Person Affidavit. Each Seller shall have delivered to the Buyer a non-foreign affidavit dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under the Treasury Regulations issued pursuant to Code §1445 stating that such Seller is not a "foreign person" as defined in Code §1445.

Section 7.2 The Sellers' Conditions to Closing. The obligation of the Sellers to consummate the Transactions shall be subject to fulfillment at or prior to the Closing of the following conditions, any one or more of which may be waived in writing by the Sellers' Representative:

(a) Restated Operating Agreement. The Buyer shall have entered into the Restated Operating Agreement.

Section 7.3 Mutual Conditions to Closing. The respective obligations of the Buyer and the Sellers to consummate the Transactions shall be subject to fulfillment at or prior to the Closing of the following conditions, any one or more of which may be waived by mutual written agreement of the Buyer and the Sellers' Representative:

(a) Governmental Approvals. All authorizations, clearances, consents and approvals required to be obtained and all filings, notifications, transfers, and applications required to be made under applicable Law.

(b) No Injunctions. On the Closing Date, there shall be no Laws or Orders in effect that operate to restrain, enjoin or otherwise prevent or make illegal the consummation of the Transactions.

(c) Business Combination. The business combination between the Buyer and Impax Laboratories, Inc. pursuant to the Business Combination Agreement, dated October 17, 2017, among the Buyer, Impax Laboratories, Inc. and certain affiliated Persons, as amended from time to time, shall have closed.

ARTICLE VIII TERMINATION

Section 8.1 Grounds for Termination. This Agreement may be terminated prior to Closing:

(a) by the Sellers' Representative upon written notice to the Buyer if the Closing shall not have occurred by July 31, 2018 (the "**Outside Date**");

(b) prior to the Closing, by the Buyer, if (i) there exists a breach of any representation or warranty of the Sellers or the Acquired Company contained in this Agreement such that the closing condition set forth in Section 7.1(a) would not be satisfied or (ii) the Sellers or the Acquired Company shall have breached any of the covenants or agreements contained in this Agreement to be complied with by the Sellers or the Acquired Company, as applicable, such that the Closing condition set forth in Section 7.1(b) would not be satisfied; provided, however, that (x) the Buyer shall not be entitled to terminate this Agreement pursuant to this Section 8.1(b) unless, in the case of (i) or (ii), such breach is not capable of being cured or such breach is capable of being cured but the Sellers or the Acquired Company, as applicable, have not cured such breach by the date that is ten (10) Business Days after the date that the Sellers receive written notice of such breach from the Buyer (or such lesser period remaining prior to the date that is one (1) day prior to the Outside Date); and (y) the Buyer shall not be entitled to terminate this Agreement pursuant to this Section 8.1(b) if, at the time of such termination, the Buyer is in breach of any representation, warranty, covenant or other agreement contained herein in a manner such that the conditions to Closing set forth in Section 7.2(a) or Section 7.2(b), as applicable, would not have been satisfied;

(c) by the Sellers' Representative, upon notice to the Buyer, if (i) there exists a breach of any representation or warranty of the Buyer contained in this Agreement such that the closing condition set forth in Section 7.2(b) would not be satisfied, or (ii) the Buyer shall have breached any of the covenants or agreements contained in this Agreement to be complied with by the Buyer that the closing condition set forth in Section 7.2(b) would not be satisfied; provided that (A) the Sellers' Representative shall not be entitled to terminate this Agreement pursuant to this Section 8.1(b) unless, in the case of (i) or (ii), the Buyer has not cured such breach by the date that is ten (10) Business Days after the date that the Buyer receives written notice of such breach from the Sellers (or such lesser period remaining prior to the date that is one day prior to the Outside Date); and (B) the Sellers shall not be entitled to terminate this Agreement pursuant to this Section 8.1(b) if, at the time of such termination, the Sellers are in breach of any representation, warranty, covenant or other agreement contained herein in a manner such that the conditions to Closing set forth in Section 7.1(a) or Section 7.1(b), as applicable, would not have been satisfied;

(d) by either the Buyer or the Sellers upon notice to the other Party if there shall be in effect a final, non-appealable Order or a Law prohibiting, enjoining, restricting or making illegal the Transactions; and

(e) at any time by mutual written agreement of the Buyer and the Sellers' Representative.

Section 8.2 Effect of Termination. Termination of this Agreement pursuant to this ARTICLE VIII shall terminate all obligations of the Parties, except for the obligations under Section 6.4, this Section 8.2, ARTICLE X and the Confidentiality Agreement; provided, however, that termination pursuant to Section 8.1(b) through Section 8.1(d) shall not relieve a willfully defaulting or willfully breaching Party (whether or not the terminating Party) from any liability to the other Party resulting from any default or breach hereunder.

ARTICLE IX INDEMNIFICATION

Section 9.1 Survival.

(a) The representations and warranties contained in this Agreement and in any instrument delivered under this Agreement shall survive the Closing for a period of twelve (12) months; *provided, however*, (i) that the representations and warranties set forth in Section 4.13 shall survive the Closing and terminate sixty (60) days after the expiration of the applicable statute of limitations with respect to the particular matter that is the subject matter thereof; and (ii) the Sellers Fundamental Representations and the Buyer Fundamental Representations shall survive the Closing for a period of six (6) years.

(b) The covenants and agreements contained in this Agreement that by their terms contemplate performance following the Closing shall survive the Closing; *provided, however*, that any such covenant or agreement that expires on a date certain shall survive until such date certain.

(c) The period for which a representation or warranty survives the Closing is referred to herein as the “ **Applicable Survival Period** ”. In the event a valid notice of a claim for indemnification under Section 9.2 or Section 9.3 is given in accordance with Section 9.4 or Section 9.5, as applicable, within the Applicable Survival Period, the representation or warranty that is the subject of such indemnification claim shall survive with respect to such claim until such claim is finally resolved or judicially determined by a final non-appealable judgement.

Section 9.2 Indemnification by the Sellers.

(a) Subject to the limitations set forth herein and without duplication, from and after the Closing, each Seller shall, severally and not jointly, indemnify and defend the Buyer against, and shall hold the Buyer, its Representatives and its Affiliates (including the Acquired Company), each of their respective equityholders, members, partners, officers,

directors, managers, employees, agents, Affiliates, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the “**Buyer Indemnitees**”) harmless from, any and all loss, liability, claim, charge, action, suit, proceeding, assessed interest, penalty, damage, Tax, obligation, cost, settlement, payment, award, judgment, fine, deficiency or expense (collectively, “**Losses**”) that is a Covered Loss suffered or incurred or imposed on such Buyer Indemnitee arising out of or relating to any inaccuracy or breach by any such Seller of (i) any representation or warranty made by such Seller in ARTICLE III or in any Related Agreement, or (ii) any of the covenants or obligations of any such Seller contained in this Agreement or in any Related Agreement. Only the Seller responsible for any such breach or inaccuracy shall be required to indemnify and hold harmless the Buyer Indemnitees for any Losses incurred by them resulting from any breach or inaccuracy under this Section 9.2(a).

(b) Subject to the limitations set forth herein and without duplication, from and after the Closing, the Sellers shall, severally and not jointly, based on the Pro-Rata Share of each Seller, indemnify and defend the Buyer Indemnitees against, and shall hold each Buyer Indemnitee harmless from, any and all Losses that are Covered Losses suffered or incurred or imposed on such Buyer Indemnitee arising out of or relating to (i) any inaccuracy or breach by the Acquired Company of any representation or warranty made by the Acquired Company in ARTICLE IV or in any Related Agreement, or (ii) any inaccuracy or breach by the Acquired Company of any of the covenants or obligations of the Acquired Company contained in this Agreement or in any Related Agreement.

(c) The Sellers shall not be liable for any Loss or Losses arising pursuant to Section 9.2(b)(i) (other than a breach of a Seller Fundamental Representation), unless (i) the Loss is a Covered Loss and (ii) the aggregate amount of all Losses incurred by the Buyer Indemnitees exceeds \$750,000 (the “**Deductible**”), and thereupon shall be required to indemnify the Buyer for all such Losses in excess of the Deductible. Except with respect to a Loss or Losses arising from a breach of any Seller Fundamental Representation, the cumulative indemnification obligations of the Sellers under Sections 9.2(a)(i) and 9.2(b)(i) with respect to any Loss or Losses shall in no event exceed an aggregate amount equal to \$12,000,000 (the “**Cap**”). Notwithstanding anything to the contrary set forth herein, the Deductible and Cap will not apply in respect of claims for breach of any Seller Fundamental Representation or in the case of Fraud; *provided, that*, in no event shall the aggregate liability of any particular Seller in respect of claims for indemnification pursuant to this Agreement exceed an amount equal to such Seller’s respective Pro-Rata Share of the Purchase Price other than in the case of Fraud.

(d) In addition to the limitations set forth in Section 9.2(c), the Sellers shall not be obligated to indemnify any Buyer Indemnitee under this Section 9.2 with respect to (i) subject to the caveat set forth on Section 4.14(b) of the Disclosure Schedule, any fact, event or action adequately disclosed in the Disclosure Schedule, (ii) any covenant or condition waived by the Buyer in writing on or prior to the Closing, (iii) any inaccuracy in or breach of any of the representations or warranties of Sellers or the Acquired Company in this Agreement if Buyer had Knowledge of such inaccuracy or breach prior to the Closing or (iv) any matter already taken into account in the determination of any component of Closing Working Capital, the Closing Cash Amount, or any other component of the Purchase Price.

(e) Subject to the limitations set forth in this Article IX, the Buyer agrees that with respect to any claim for Losses made by Buyer pursuant to Section 9.2, Buyer

shall satisfy any such claim, upon final resolution thereof, first by setoff against the Seller Note in accordance with the term set forth in Section 5 thereof; *provided, however*, this provision shall not apply to Losses resulting from Fraud.

(f) Except with respect to claims based on Fraud, and as set forth in Section 10.8, the Buyer acknowledges and agrees that, should the Closing occur, its and each Buyer Indemnitee's sole and exclusive remedy with respect to any and all matters arising out of, relating to or connected with this Agreement, the Acquired Company, the Transactions and the Interests shall be pursuant to the indemnification provisions set forth in this Article IX.

Section 9.3 Indemnification by the Buyer.

(a) Subject to the limitations set forth herein, following the Closing, the Buyer and the Acquired Company shall indemnify and defend the Sellers and its Representatives and Affiliates, and each of their respective shareholders, members, partners, officers, directors, managers, employees, agents, Affiliates, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "Seller Indemnitees") against, and shall hold each Seller Indemnitee harmless from, any Loss that is a Covered Loss suffered or incurred or imposed on such Seller Indemnitee to the extent arising out of (i) any breach of any representation or warranty made by the Buyer in ARTICLE V or in any Related Agreement, (ii) any breach of any covenant or agreement of the Buyer contained in this Agreement or in any Related Agreement, and (iii) any liabilities arising out of or in connection with or related to the operation of the business of the Acquired Company from and following the Closing, except to the extent that the Sellers are required to indemnify the Seller Indemnitees hereunder.

(b) Notwithstanding Section 9.3(a)(i), (i) the Buyer shall not have any obligation to indemnify any Seller Indemnitee pursuant to Section 9.3(a)(i) (other than in respect of any breach or inaccuracy of any Buyer Fundamental Representation) unless and until (A) the Loss is a Covered Loss, and (B) aggregate amount of all Losses incurred or sustained by all Seller Indemnitees with respect to which the Seller Indemnified Parties would otherwise be entitled to indemnification under Section 9.3(a)(i) exceeds the Deductible, whereupon the Buyer shall be required to indemnify the Seller Indemnitee for all such Losses in excess of the Deductible and (ii) the aggregate liability of the Buyer to indemnify the Seller Indemnified Parties for Losses under Section 9.3(a)(i) shall in no event exceed the Cap. Notwithstanding anything to the contrary set forth herein, the Deductible and Cap will not apply to the case of any breach of any Buyer Fundamental Representation or in the case of Fraud.

(c) Except with respect to claims based on Fraud, and as set forth in Section 10.8, the Seller acknowledges and agrees that, should the Closing occur, its sole and exclusive remedy with respect to any and all matters arising out of, relating to or connected with this Agreement, the Acquired Company or its Subsidiaries and their respective assets and liabilities, the Transactions and the Interests shall be pursuant to the indemnification provisions set forth in Section 6.7 or in this ARTICLE IX.

Section 9.4 Indemnification Procedure for Third Party Claims.

(a) Other than in respect of Taxes, which shall be governed by Section 6.7, in the event that any claim or demand, or other circumstance or state of facts that would

reasonably be expected to give rise to any claim or demand, for which an Indemnitor may be liable to an Indemnitee hereunder is asserted or sought to be collected, in each case, in writing, by a third party (“**Third Party Claim**”), the Indemnitee shall promptly, but in no event more than thirty (30) days following such Indemnitee’s receipt or knowledge of a Third Party Claim, notify the Indemnitor in writing of such Third Party Claim (“**Notice of Claim**”); provided, however, that a failure by an Indemnitee to provide timely notice consistent with the requirements of this Section 9.4(a) shall not affect the rights or obligations of such Indemnitee except to the extent the Indemnitor shall have been prejudiced as a result of such failure. The Notice of Claim shall, to the extent practicable, specify in reasonable detail each individual item of Loss included in the amount so stated (taking into account the information then known to the Indemnitee), the date such item was paid or properly accrued (if applicable), and the basis for any anticipated Loss and the nature of the misrepresentation, breach of warranty, breach of covenant or claim to which each such item is related (taking into account the information then known to the Indemnitee). The Indemnitee shall enclose with the Notice of Claim a copy of all papers served with respect to such Third Party Claim, if any, and any other available documents evidencing such Third Party Claim.

(b) The Indemnitor shall have the right, but not the obligation to assume the defense or prosecution of such Third Party Claim and any litigation resulting therefrom with counsel of its choice and at its sole cost and expense (a “**Third Party Defense**”); provided that the Indemnitor shall not be entitled to undertake a Third Party Defense, and the Indemnitor shall pay the fees and expenses of counsel retained by the Indemnitee in connection therewith, if (A) the claim or demand relates to or arises in connection with any criminal Legal Proceeding, indictment or allegation, or (B) the claim or demand seeks an injunction or equitable relief against the Indemnitee or any of its Related Parties. If the Indemnitor assumes the Third Party Defense in accordance herewith, (i) the Indemnitee may retain separate co-counsel at its sole cost and expense (subject to the below) and participate in the defense of the Third Party Claim, but the Indemnitor shall control the investigation, defense and settlement thereof, (ii) the Indemnitee will not file any papers or consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnitor, such consent not to be unreasonably withheld, conditioned or delayed, and (iii) the Indemnitor will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim to the extent such judgment or settlement (x) provides for equitable or other non-monetary relief, (y) does not contain a full and unconditional release of liability for the Indemnitee or (z) contains an admission of liability, in each case without the prior written consent of the Indemnitee (not to be unreasonably withheld, conditioned or delayed). The Parties will act in good faith in responding to, defending against, settling or otherwise dealing with such claims. The Parties will also cooperate in any such defense and give each other reasonable access to all information relevant thereto. Whether or not the Indemnitor has assumed the Third Party Defense, such Indemnitor will not be obligated to indemnify the Indemnitee hereunder for any settlement entered into or any judgment that was consented to without the Indemnitor’s prior written consent, such consent not to be unreasonably withheld, conditions or delayed.

(c) If the Indemnitor does not assume the Third Party Defense, the Indemnitee will be entitled to assume the Third Party Defense at the expense of the Indemnitor upon delivery of notice to such effect to the Indemnitor; provided, however, that the (i)

Indemnitor shall have the right to participate in the Third Party Defense at its sole cost and expense, but the Indemnitee shall control the investigation, defense and settlement thereof; and (ii) the Indemnitor will not be obligated to indemnify the Indemnitee hereunder for any settlement entered into or any judgment that was consented to without the Indemnitor's prior written consent (except where such consent was unreasonably withheld, conditioned or delayed).

Section 9.5 Indemnification Procedures for Non-Third Party Claims. The Indemnitee shall notify the Indemnitor in writing promptly, and in no event later than sixty (60) days, of its discovery of any matter that does not involve a Third Party Claim. The failure to give such written notice within such sixty (60) day period shall not, however, relieve the Indemnitor of its indemnification obligations, except, and only to the extent, that the Indemnitor is materially prejudiced by such failure. Such notice shall (a) state that the Indemnitee has paid or properly accrued Losses or anticipates that it will incur liability for Losses for which such Indemnitee is entitled to indemnification pursuant to this Agreement (if applicable), and (b) to the extent practicable, specify in reasonable detail each individual item of Loss included in the amount so stated (taking into account the information then known to the Indemnitee), the date such item was paid or properly accrued (if applicable), the basis for any anticipated liability and the nature of the misrepresentation, breach of warranty, breach of covenant or claim to which each such item is related (taking into account the information then known to the Indemnitee).

Section 9.6 Calculation of Indemnity Payments.

(a) Each Indemnitee shall use its commercially reasonable efforts to pursue and collect on any recovery available under any insurance policies or other collateral sources, including recovery from a third party. The amount of Losses payable under this Article IX by the Indemnitor shall be reduced by any and all amounts recovered by the Indemnitee from any recovery available under any insurance policies net of any out-of-pocket costs (including any deductibles and the allocable portion of insurance premiums, commissions, taxes and fees paid by the Indemnified Party with respect to such insurance policy since the Closing) as a result of any Losses (collectively, the “**Insurance Proceeds**”). If the Indemnitee receives any amounts from Insurance Proceeds, subsequent to an indemnification payment by the Indemnitor, then such Indemnitee shall promptly reimburse the Indemnitor for any payment made or expense incurred by such Indemnitor in connection with providing such indemnification up to the amount received by the Indemnitee, net of any expenses incurred by such Indemnitee in collecting such amount.

(b) The amount of Losses incurred by an Indemnitee shall be reduced to take account of any net Tax benefit realizable by the Indemnitee or its Affiliates (without treating the Acquired Company or any of its Subsidiaries as an Affiliate of the Seller) arising in connection with the circumstances relating to such Losses.

(c) No Losses shall be determined or increased based on any multiple of any financial measure (including earnings, sales or other benchmarks) that might have been used by the Buyer in the valuation of the Acquired Company or their respective businesses.

Section 9.7 Mitigation. Each Indemnitee shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss.

Section 9.8 Characterization of Indemnification Payments. Except as otherwise required by applicable Law, the Parties shall treat any payment made pursuant to this Article IX as an adjustment to the Purchase Price.

ARTICLE X
MISCELLANEOUS

Section 10.1 Notices. Any notice, request, demand, waiver, consent, approval or other communication that is required or permitted hereunder shall be in writing and shall be deemed given: (a) on the date established by the sender as having been delivered personally, (b) on the date delivered by a private courier as established by the sender by evidence obtained from the courier, (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the fifth Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications, to be valid, must be addressed as follows:

(a) if to the Buyer, to:

Amneal Pharmaceuticals LLC
400 Crossing Boulevard
Bridgewater, NJ 08807
Attention: Chief Executive Officer

with a copy to

Attention: General Counsel

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

Sills Cummis & Gross P.C.
One Riverfront Plaza, Newark, NJ 07102
Attention: Lori Waldron, Esq.

(b) if to the Sellers or Sellers' Representative, to:

Vikram Patel
c/o Tarsadia Investments, LLC
520 Newport Center Drive
Twenty-First Floor
Newport Beach, CA 92660

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

Morgan, Lewis & Bockius LLP
502 Carnegie Center

Princeton, NJ 08540
Attention: Denis Segota
Fax: (609) 919-6701
Phone: (609) 919-6682
Email: denis.segota@morganlewis.com

Tarsadia Investments, LLC
520 Newport Center Drive, Twenty-First Floor
Newport Beach, CA 92660
Attention: Edward Coss, Executive Vice President and
Executive General Counsel
Fax: (949) 610-8222
Phone: (949) 610-8022
Email: edc@tarsadia.com

or to such other address or to the attention of such Person or Persons as the recipient party has specified by prior written notice to the sending party (or in the case of counsel, to such other readily ascertainable business address as such counsel may hereafter maintain). If more than one method for sending notice as set forth above is used, the earliest notice date established as set forth above shall control.

Section 10.2 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms of such illegal, invalid or unenforceable provision as may be possible.

Section 10.3 Sellers' Representative.

(a) Each of the Sellers hereby appoints Vikram Patel as the designated representative of such Seller (the "**Sellers' Representative**"), with full power and authority, including power of substitution, acting in the name of and for and on behalf of such Seller to amend or waive any provision in this Agreement (including the waiver of any breach by the Buyer or the waiver of any closing condition provided in ARTICLE VII) or to terminate this Agreement pursuant to the provisions of ARTICLE VIII, and to do all other things and to take all other actions under or related to this Agreement that, in the sole and absolute discretion of the Sellers' Representative, the Sellers' Representative considers necessary or proper, to receive and/or deliver any and all notices required to be delivered or sent by such Seller or the Sellers' Representative pursuant to this Agreement and to represent the Sellers in, control the disposition of or otherwise resolve any dispute with the Buyer over any aspect of this Agreement, and on behalf of each such Seller to enter into any agreement, instrument or other document to effectuate any of the foregoing, which shall have the effect of binding each such Seller as if such Seller has personally entered into such agreement, instrument or document.

(b) Each of the Sellers hereby agrees to indemnify and hold the Sellers' Representative and its agents, assigns and representatives harmless from and against any and all Losses that the Sellers' Representative may sustain or incur as a result of or arising out of any action or inaction of the Sellers' Representative in its capacity as such, or otherwise relating to its appointment as the Sellers' Representative, except to the extent arising out of the gross negligence or willful misconduct of the Sellers' Representative.

(c) Each of the Sellers agrees that the Buyer shall be entitled to unconditionally assume, without inquiry, that any action taken or omitted, or any document executed by, the Sellers' Representative purporting to act as the Sellers' Representative under or pursuant to this Agreement or in connection with any of the Transactions has been unconditionally authorized by the Sellers to be taken, omitted to be taken, or executed on their behalf so that they will be legally bound thereby, and neither the Buyer nor any of its Affiliates shall have any liability to any Seller or any other Person for any acts done by them in accordance with any such action, omission or execution, and each of the Sellers agrees not to institute any Legal Proceeding against the Buyer or any of its Affiliates alleging that the Sellers' Representative did not have the authority to act on behalf of the Sellers in connection with any such action, omission or execution, and each Seller agrees to indemnify the Buyer for all Losses incurred in connection with the foregoing. No modification or revocation of the power of attorney granted by the Sellers herein to the Sellers' Representative shall be effective as against the Buyer until the Buyer has received a document signed by all of the Sellers effecting said modification or revocation.

Section 10.4 Counterparts. This Agreement may be executed in counterparts, and any Party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto. The Parties agree that the delivery of this Agreement, and any other agreements and documents at the Closing, may be effected by means of an exchange of facsimile or electronically transmitted signatures.

Section 10.5 Entire Agreement; No Third Party Beneficiaries. This Agreement, the Schedules, Exhibits, Appendices and the other documents, instruments and agreements specifically referred to herein or delivered pursuant hereto set forth the entire understanding of the Parties hereto with respect to the transactions contemplated by this Agreement. All Schedules, Exhibits and Appendices referred to herein are intended to be and hereby are specifically made a part of this Agreement. This Agreement will not confer any rights or remedies upon any Person other than the Parties hereto and their respective successors and permitted assigns, other than Section 6.7(g) or Section 6.9 (which will be for the benefit of the Persons set forth therein, and any such Person will have the rights provided for therein).

Section 10.6 Governing Law. This Agreement, the exhibits and schedules hereto, and all matters arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by and interpreted and enforced in accordance with the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

Section 10.7 Consent to Jurisdiction; Waiver of Jury Trial. Each Party hereto irrevocably submits to the exclusive jurisdiction of any state or federal court located in the State of Delaware for the purposes of any suit, action or other proceeding arising out of this Agreement or the Transaction, and agrees to commence any such action, suit or proceeding only in such courts. Each Party further agrees that service of any process, summons, notice or document by United States registered mail to such Party's respective address set forth herein shall be effective service of process for any such action, suit or proceeding. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby or thereby in such courts, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (INCLUDING THE DEBT FINANCING) OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF OR THEREOF.

Section 10.8 Right to Specific Performance.

(a) The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which such Party is entitled at law, in equity, in contract, in tort or otherwise.

(b) The Parties hereby agree not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement by the Buyer or the Sellers, as applicable, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the respective covenants and obligations of the Buyer or the Sellers, as applicable, under this Agreement all in accordance with the terms of this Section 10.8.

(c) Neither the Buyer nor the Sellers, as applicable, shall be required to provide any bond or other security in connection with seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, all in accordance with the terms of this Section 10.8.

Section 10.9 Assignment. Neither this Agreement nor any of the rights or obligations hereunder shall be assigned by any of the Parties without the prior written consent of the Buyer and the Sellers' Representative; provided, however, that (a) a Seller may assign all or any portion of its rights hereunder to one or more of its Affiliates, and (b) the Buyer shall be entitled to assign all or any portion of its rights hereunder, including its right to purchase all or any portion of the Interests, (i) to one or more of its Affiliates; and (ii) from and after the Closing, to any other Person, but no such assignment shall relieve it of its obligations hereunder. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of

and be enforceable by the Parties and their respective successors and permitted assigns. Any attempted assignment in violation of the terms of this Section 10.9 shall be null and void, ab initio.

Section 10.10 Headings. All headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

Section 10.11 Construction. For the purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires: (a) the meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term and vice versa, and words denoting either gender shall include both genders as the context requires; (b) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; (c) the terms “hereof”, “herein”, “hereunder”, “hereby” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; (d) when a reference is made in this Agreement to an Article, Section, paragraph, Exhibit or Schedule, such reference is to an Article, Section, paragraph, Exhibit or Schedule to this Agreement unless otherwise specified; (e) the word “include”, “includes” and “including” when used in this Agreement shall be deemed to be followed by the words “without limitation”, unless otherwise specified; (f) the word “or” is not exclusive; and (g) a reference to any party to this Agreement or any other agreement or document shall include such party’s predecessors, successors and permitted assigns. The Parties hereto have participated jointly in the negotiation and drafting of this Agreement, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party by virtue of the authorship of this Agreement shall not apply to the construction and interpretation hereof.

Section 10.12 Amendments and Waivers. This Agreement may not be amended, supplemented or modified except by an instrument in writing signed by the Buyer and the Sellers’ Representative or each of the Sellers. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective, unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

Section 10.13 Schedules and Exhibits.

(a) Except as otherwise provided in this Agreement, all Exhibits and Schedules referred to herein are intended to be and hereby are made a part of this Agreement. The Disclosure Schedule has been arranged in sections corresponding to the Sections of this Agreement. The disclosure of any item in any section or subsection of the Disclosure Schedule will be deemed disclosure with respect to the corresponding section or subsection in this Agreement and with respect to each other section and subsection in this Agreement to which the relevance of such item is reasonably apparent on the face of such disclosure. Matters reflected in the Disclosure Schedule are not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedule.

(b) The information contained in this Agreement, the Disclosure Schedule, and exhibits to this Agreement is disclosed solely for purposes of this Agreement, and no information contained herein or therein shall be deemed to: (a) be an admission by any party hereto to any third party of any matter whatsoever (including any violation of Laws and Regulations or breach of contract) or (b) expand in any way the scope or effect of such representations, warranties or covenants. The descriptions of agreements or other specific documents appearing in the Disclosure Schedule where the underlying representation or warranty set forth in this Agreement requires the mere listing of such agreements or documents may not be complete descriptions of such agreements or documents and are qualified by reference to the agreements and documents referred to thereby which have been made available to the Buyer.

(c) The specification of any dollar amount in the representations and warranties contained in this Agreement or the inclusion of any specific item in the Disclosure Schedule is not intended to imply that such amounts (or higher or lower amounts) are or are not material, and no Party shall use the fact of the setting of such amounts or the fact of the inclusion of any such item in the Disclosure Schedule in any dispute or controversy between the Parties as to whether any obligation, item, or matter not described herein or included in a Disclosure Schedule is or is not material for purposes of this Agreement.

[*Signature Page to Follow*]

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

SELLERS:

PELICAN GL INVESTOR, LLC,
a Delaware limited liability company

By: Cepheid Capital, LLC, its Manager

By: /s/ Gautam Patel

Name: Gautam Patel

Title: Member

PGL, LLC,
a Delaware limited liability company

By: /s/ Priti Patel

Name: Priti Patel

Title: Manager

FGL, LLC,
a Delaware limited liability company

By: /s/ Falguni Patel

Name: Falguni Patel

Title: Manager

GLI One, LLC,
a Delaware limited liability company

By: /s/ Gautam Patel

Name: Gautam Patel

Title: Manager

GLI Two, LLC,
a Delaware limited liability company

By: /s/ Vikram Patel

Name: Vikram Patel

Title: Manager

GLI Three, LLC,
a Delaware limited liability company

By: /s/ Edward Coss

Name: Edward Coss

Title: Manager

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

SELLERS:

GL CLASS B MEMBER, LLC,
a Delaware limited liability company

By: Michael P. Turnamian,
its General Manager

By: /s/ Michael P. Turnamian

Name: Michael P. Turnamian

SELLERS' REPRESENTATIVE:

By: /s/ Vikram Patel

Name:

Title:

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

ACQUIRED COMPANY:

GEMINI LABORATORIES, LLC

By: /s/ Dipan Patel
Name: Dipan Patel
Title: Manager

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

BUYER:

AMNEAL PHARMACEUTICALS LLC

By: /s/ Robert Stewart

Name: Robert Stewart

Title: President and Chief Executive Officer

Definitions

When used in the Agreement, the following terms have the meanings assigned to them in this Appendix A:

“ **Accounting Principles** ” means the accounting principles, policies and procedures of the Acquired Company which are in conformity with GAAP, consistently applied in the Acquired Company’s audited Financial Statements (other than as required by changes in GAAP since the date of issuance of such Financial Statements), except, with respect to the returns reserve, for which the Acquired Company only applies that portion of the reserve which it reasonably believes will be returned within 12 months.

“ **Acquired Company** ” has the meaning set forth in the Preamble to this Agreement.

“ **Affiliate** ” of any Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person. For purposes of this Agreement, “ **control** ” of a Person means the power to, directly or indirectly, direct or cause the direction of the management and policies of such Person whether through ownership of voting securities or other ownership interests, by contract or otherwise, including, with respect to a corporation, partnership or limited liability company, the direct or indirect ownership of more than 50% of the voting securities in such corporation or of the voting interest in a partnership or limited liability company.

“ **Agreement** ” has the meaning set forth in the Preamble to this Agreement.

“ **Applicable Survival Period** ” has the meaning set forth in the Section 9.1(c).

“ **Arbiter** ” has the meaning set forth in Section 2.5(b).

“ **Base Purchase Price** ” has the meaning set forth in Section 2.1.

“ **Balance Sheet Date** ” has the meaning set forth in Section 4.5.

“ **Benefit Plan** ” means any (i) “employee benefit plan” as defined in ERISA Section 3(3), (ii) compensation, employment, consulting, severance, termination protection, change in control, transaction bonus, retention or similar plan, agreement, arrangement, program or policy or (iii) other plan, agreement, arrangement, program or policy providing for compensation, bonuses, profit-sharing, equity or equity-based compensation or other forms of incentive or deferred compensation, vacation benefits, insurance (including any self-insured arrangement), medical, dental, vision, prescription or fringe benefits, life insurance, relocation or expatriate benefits, perquisites, disability or sick leave benefits, employee assistance program, workers’ compensation, supplemental unemployment benefits or post-employment or retirement benefits (including compensation, pension, health, medical or insurance benefits).

“ **Business Day** ” means any day, other than Saturday, Sunday or any other day on which banks located in the State of New Jersey are authorized or required to close.

“ **Buyer** ” has the meaning set forth in the Preamble to this Agreement.

“ **Buyer Fundamental Representations** ” means, collectively, the representations and warranties contained in Section 5.1 (Organization and Existence), Section 5.2 (Authority and Enforceability), Section 5.5 (Financing), Section 5.6 (Investment Purpose), Section 5.7 (Independent Investigation) and Section 5.8 (Brokers).

“ **Buyer Indemnitees** ” has the meaning set forth in Section 9.2(a).

“ **Cap** ” has the meaning set forth in Section 9.2(c).

“ **Cash** ” means, as of the applicable date of determination, an amount equal to all cash, cash equivalents and cash deposits of the Acquired Company (net of outstanding checks, outgoing wire transfers and restricted cash), each as calculated in accordance with GAAP.

“ **Closing** ” has the meaning set forth in Section 2.2.

“ **Closing Balance Sheet** ” has the meaning set forth in Section 2.5(b).

“ **Closing Cash Amount** ” means, as of the open of business on the Closing Date, the aggregate amount of Cash of the Acquired Company.

“ **Closing Date** ” has the meaning set forth in Section 2.2.

“ **Closing Payment** ” means an amount equal to the Base Purchase Price.

“ **Closing Working Capital** ” “ means: (a) the Current Assets of the Acquired Company, less (b) the Current Liabilities of the Acquired Company, determined as of the open of business on the Closing Date.

“ **Closing Working Capital Statement** ” has the meaning set forth in Section 2.5(b).

“ **Code** ” means the Internal Revenue Code of 1986, and the rules and regulations promulgated thereunder.

“ **Company Benefit Plans** ” has the meaning set forth in Section 4.16(a).

“ **Company Intellectual Property** ” means all Intellectual Property that is owned by the Acquired Company.

“ **Company Permits** ” has the meaning set forth in Section 4.8(b).

“ **Confidentiality Agreement** ” has the meaning set forth in Section 10.5.

“ **Consulting Agreements** ” has the meaning set forth in Section 7.1(g).

“ **Contract** ” means any contract, lease, license, indenture, note, bond, loan, license, sublicense, subcontract, instrument, undertaking or other agreement, arrangement or commitment that is legally binding.

“ **Covered Losses** ” mean a Loss or Losses that (i) are validly made within the Applicable Survival Period, and (ii) other than with respect to Third Party Claims, are not punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.

“ **Current Assets** ” means accounts receivable, inventory, deposits and prepaid expenses, but excluding (a) deferred Tax assets and (b) receivables from any of the Acquired Company’s Affiliates, other than the Buyer, directors, managers, employees, officers or members and any of their respective Affiliates, determined in accordance with the Accounting Principles.

“ **Current Liabilities** ” means accounts payable, accrued Taxes, the current portion of the returns reserve and other accrued expenses, but excluding payables to any of the Company’s Affiliates, other than the Buyer, directors, employees, officers or members and any of their respective Affiliates and the current portion of long term debt, determined in accordance with the Accounting Principles. “Current Liabilities” shall not include any accrued expenses associated with or other payments to be made pursuant to the Consulting Agreements or the termination thereof or payments to be made in respect of the Class B Units of the Acquired Company.

“ **Data Room** ” means the electronic documentation site established by Merrill Corporation on behalf of the Sellers and made available to the Buyer through the Closing Date.

“ **Deductible** ” has the meaning set forth in Section 9.2(c).

“ **Disclosure Schedule** ” has the meaning set forth in the lead in to ARTICLE III.

“ **Drug Registrations** ” means authorizations, applications, approvals, clearances, licenses, permits, certificates or exemptions issued or recognized by any Governmental Entity (including Abbreviated New Drug Applications; New Drug Applications; Investigational New Drug Applications; manufacturer, distributor or wholesale licenses or permits; controlled substances registrations; establishment registrations and product listings) held by the Acquired Company prior to the Closing, that are required for the research, development, testing, manufacture, distribution, marketing, storage, transportation, use or sale of the Acquired Company’ products.

“ **Drug Regulatory Law** ” means: (i) the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 301 et seq. (the “ **FDCA** ”); (ii) the Federal Controlled Substances Act, 21 U.S.C. § 801 et seq.; (iii) the Controlled Substances Import and Export Act, 21 U.S.C. § 951, et. seq.; (iii) the Federal False Claims Act (31 U.S.C. § 3729 et seq.); (iv) the Federal healthcare program anti-kickback statute (42 U.S.C. § 1320a-7b); (v) the healthcare fraud, false statement and health information privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and its implementing regulation; (vi) the Federal healthcare program

civil money penalty and exclusion authorities, the applicable requirements of Medicare, Medicaid and other Governmental Body healthcare programs, including the Veterans Health Administration and U.S. Department of Defense healthcare and contracting programs; (vii) the implementing regulations of each such foregoing Law, including those codified at Title 21, Code of Federal Regulations; (viii) any analogous applicable Laws of Canada, including Health Canada, or any other jurisdiction; (ix) all terms and conditions of any pending or approved Drug Registration; (x) any state board of pharmacy Law; (xi) any Laws pertaining to the possession, distribution, or use of controlled substances; and (xii) any other applicable Laws of any jurisdiction governing the research, development, testing, manufacturing, production, preparation, propagation, compounding, conversion, processing, handling, packaging, labeling, storage, advertising, promotion, pricing, marketing, possession, use, sale and/or distribution of products or services of the Acquired Company or any affiliated third parties.

“ **Environmental Law** ” means any applicable Law in effect as of the date hereof relating to the protection and/or regulation of the environment.

“ **Environmental Permit** ” means any permits, licenses, approvals, consents or authorizations issued by any Governmental Entity required under any applicable Environmental Law.

“ **Equity Interest** ” has the meaning set forth in the definition of Equity Securities.

“ **Equity Securities** ” means (i) partnership, membership or other equity interests or units (whether general or limited), and any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distribution of assets of, the issuing entity or a right to control such entity (an “ **Equity Interest** ”), (ii) subscriptions, calls, warrants, options, purchase rights or commitments of any kind or character relating to, or entitling any Person to acquire, any Equity Interest, (iii) restricted shares, restricted equity units, performance units, contingent value rights, equity appreciation rights, phantom equity, equity participation or other similar rights or securities and (iv) securities convertible into or exercisable or exchangeable for any Equity Interests.

“ **ERISA** ” means the Employee Retirement Income Security Act of 1974, and the rules and the regulations promulgated thereunder.

“ **ERISA Affiliate** ” means any entity which is a member of a “controlled group of corporations” with or under “common control” with the Acquired Company, as defined in Section 414(b) or (c) of the Code.

“ **Estimated Closing Balance Sheet** ” has the meaning set forth in Section 2.5(a).

“ **Estimated Closing Cash Amount** ” means an amount of Cash equal to \$3,977,000.

“ **Estimated Closing Working Capital** ” has the meaning set forth in Section 2.5(a).

“ **Estimated Closing Working Capital Excess** ” has the meaning set forth in Section 2.5(a).

“ **Estimated Closing Working Capital Shortfall** ” has the meaning set forth in Section 2.5(a).

“ **FDA** ” has the meaning set forth in Section 4.15(b).

“ **FDCA** ” has the meaning set forth in the definition of Drug Regulatory Law.

“ **Filing** ” means a registration, declaration or filing with a Governmental Entity.

“ **Financial Statements** ” has the meaning set forth in Section 4.5.

“ **Financing** ” has the meaning set forth in Section 5.5.

“ **Fraud** ” means, with respect to a Party, an actual and intentional fraud with respect to the making of the representations and warranties under this Agreement.

“ **GAAP** ” means generally accepted accounting principles in the United States, consistently applied.

“ **Governmental Entity** ” means any court, tribunal, arbitrator, authority, agency, commission, legislative body, official or other instrumentality of the United States or any state, county, city or other political subdivision or similar governing entity, in the United States or in a foreign jurisdiction.

“ **Hazardous Substances** ” means petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes which are regulated as hazardous or toxic under applicable Environmental Law.

“ **Income Tax** ” means any federal, state, local, or non-U.S. Tax measured by or imposed on net income.

“ **Indebtedness** ” means all liabilities (including all liabilities in respect of principal, accrued interest, prepayment and other penalties, breakage costs, fees, expenses and premiums, including arising as a result of the discharge of such amount owed and payments or premiums attributable to, or which arise as a result of, a change of control (including the Transactions) relating to any of the following: (a) any indebtedness for borrowed money; (b) any obligations evidenced by bonds, debentures, notes or other similar instruments; (c) any obligations, contingent or otherwise, under acceptance, letters of credit or similar facilities; (d) any obligations in respect of interest rate, currency or commodity swaps, collars, caps and other hedging agreements, and (e) any guaranty of any of the foregoing, each as calculated in accordance with GAAP.

“ **Indemnitee** ” means any Person that is seeking indemnification pursuant to the provisions of this Agreement.

“ **Indemnitor** ” means any party to this Agreement from which a Person is seeking indemnification pursuant to the provisions of this Agreement.

“ **Intellectual Property** ” means all (i) patents and patent applications, including divisions, continuations, continuations-in-part, renewals, renewal applications, extensions, reexaminations and reissues; (ii) trademarks, service marks and trademark and service mark applications and registrations, trade dress, logos, trade names, certification marks, collective marks, d/b/a’s, domain names and other indicia of origin, and all goodwill associated with and symbolized by any of the foregoing; (iii) published and unpublished works of authorship, whether copyrightable or not, copyrights, together with all applications, registrations and renewals therefor, and all derivative works, moral rights, renewals, extensions, restorations and reversions thereof; (iv) trade secrets, know-how and confidential information, including processes, schematics, business methods, formulae, drawings, prototypes, models, designs, customer lists and supplier lists; (v) computer software (including source code, object code, firmware, operating systems and specifications); (vi) internet domain names, databases and data collections; (vii) other intellectual property, and (viii) all rights to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement or misappropriation of any of the foregoing.

“ **Interests** ” has the meaning set forth in the Recitals to this Agreement.

“ **Interim Period** ” means the period beginning on the date hereof and ending on the earlier of (a) the Closing and (b) the termination of this Agreement.

“ **Knowledge** ” means, (a) for the Sellers, the knowledge after reasonable investigation of Michael Turnamian or Joseph Todisco; and (b) in the case of the Buyer, the knowledge after reasonable inquiry and investigation of Sheldon Hirt or Beth Kaufman.

“ **Law** ” means, with respect to any Person as of any date, any statute, law (including common law), code, treaty, ordinance, rule, regulation or policy of any Governmental Entity applicable to such Person as of such date.

“ **Legal Proceeding** ” means any legal proceeding (whether at law or in equity and including any civil, criminal or administrative proceeding), action, suit litigation, claim or counterclaim, citation, complaint, inquiry, audit, examination investigation or arbitration by or before (or that would be before) a Governmental Entity.

“ **Lien** ” means with respect to any property or asset, any lien, mortgage, pledge, license, charge, security interest or other encumbrance or restriction of any kind in respect of such property or asset.

“ **Losses** ” has the meaning set forth in Section 9.2(a).

“ **Material Adverse Effect** ” means any change, effect, development, event or circumstance that, individually or together with any one or more effects, events, changes, occurrences, circumstances, states of fact or developments, (i) has had or would be reasonably expected to have a material and adverse effect on the business, assets, liabilities, properties, financial condition, results of operations of the Acquired Company or (ii) would or would

reasonably be expected to prevent or materially delay the ability of the Sellers or the Acquired Company to consummate the Transactions; provided, however, that any changes or events to the extent resulting from the following items shall not be considered when determining whether a Material Adverse Effect has occurred pursuant to clause (i) above: (a) changes in economic, political, financial or capital market conditions generally, (b) any acts of war (declared or undeclared), hostilities, sabotage, terrorist activities, any escalation of the foregoing, or changes imposed by a Governmental Entity associated with additional security, (c) effects of weather, meteorological events or other acts of God, (d) any change of Law, including interpretation of Law by a Governmental Entity, or accounting standards after the date hereof, (e) any change in the industry in which the Acquired Company's business operates or in which Products are used, sold or distributed, including increases in operating costs, (f) the announcement, in and of itself, of this Agreement or the Transactions or the fact that the prospective owner of the Acquired Company is the Buyer, (g) any actions taken by, or at the written request of, the Buyer (including any breach by the Buyer of this Agreement), (h) any actions required to be taken or omitted pursuant to this Agreement or taken with the Buyer's consent, or not taken because Buyer unreasonably withheld, conditioned or delayed its consent, (i) any failure by the Acquired Company to meet projections or forecasts or revenue or earnings predictions for any period, (j) any action of any competitor of the Acquired Company, including, but not limited to, the introduction, launch or sale of a competing product, and (k) any loss of any employees of the Acquired Company, except with respect to clauses (a), (b), (c), (d) or (e) above, if any such change, effect, development, event or circumstance disproportionately affects the Acquired Company relative to other participants in the industries in which the Acquired Company participates.

“ **Material Contracts** ” has the meaning set forth in Section 4.9(b).

“ **Notice of Claim** ” has the meaning set forth in Section 9.4(a).

“ **Objection Statement** ” has the meaning set forth in Section 2.5(b).

“ **Order** ” means any award, injunction, judgment, order, writ, decree, ruling, assessment, stipulation, settlement, subpoena, decision, verdict, determination or arbitration or other award entered, issued, made, or rendered by or with any Governmental Entity, mediator or arbitrator.

“ **Organizational Documents** ” means, with respect to any Person that is not an individual, the articles or certificate of incorporation or organization, bylaws, limited partnership agreement, partnership agreement, limited liability company agreement, shareholders agreement or such other organizational documents of such Person.

“ **Outside Date** ” has the meaning set forth in Section 8.1(a).

“ **Parties** ” means the Sellers, the Sellers' Representative and the Buyer collectively.

“ **Permit** ” means a consent, approval, license, permit, certificate, authorization, qualification, or extension of applicable waiting period from any Governmental Entity or under any Law, including, but not limited to, Drug Registrations.

“ **Permitted Lien** ” means (a) any Lien for Taxes that are not yet due or delinquent, (b) any landlords’, mechanics’, workmen’s, repairmen’s, warehousemen’s, carriers’ or other like Lien arising in the ordinary course of business with respect to a liability that is not yet due or delinquent or that is being contested in good faith by appropriate proceedings (and for which adequate accruals or reserves have been established on the balance sheet in the Financial Statements), (c) such customary permitted imperfections or irregularities of title and other Liens that do not secure Indebtedness and would not, individually or in the aggregate, be reasonably expected to materially detract from the value of, or materially interfere with the use of, the affected property, and (d) zoning, planning, building and other similar limitations, restrictions and rights of any Governmental Entity to regulate property.

“ **Person** ” means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization or Governmental Entity.

“ **Policies** ” has the meaning set forth in Section 4.12.

“ **Pre-Closing Taxable Period** ” means any taxable period ending on or before the Closing Date (or, for Straddle Periods, portions thereof determined under the allocation methodology specified in the subsequent sentence, ending on or before the Closing Date). For all purposes of this Agreement, in the case of any Taxes for any Straddle Period, the portion of such Taxes attributable to a Pre-Closing Taxable Period shall (i) with respect to any Taxes that are imposed on a periodic basis and are not based upon or related to income, receipts or production, be deemed to be the amount of Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days in the portion of the Straddle Period ending on the Closing Date and the denominator of which is the number of days in the entire Straddle Period, and (ii) with respect to Straddle Period Taxes not described in the preceding clause (i), be determined based on an interim closing of the books as of the end of the Closing Date.

“ **Products** ” means, collectively, any and all pharmaceutical and other products and services of the Acquired Company with respect to which the Acquired Company has engaged in Product Activities for itself or on behalf of other Persons.

“ **Purchase Price** ” has the meaning set forth in Section 2.1.

“ **Real Property** ” has the meaning set forth in Section 4.10(b).

“ **Real Property Leases** ” has the meaning set forth in Section 4.10(b).

“ **Related Agreements** ” means the Seller Note, the Restated Operating Agreement, and the other agreements, documents and instruments entered into in connection with the Transactions.

“ **Related Party** ” means any respective former, current and future direct or indirect equityholder, controlling person, shareholder, director, officer, employee, agent, Affiliate, member, manager, general or limited partner or assignee of a Person.

“ **Representatives** ” means the officers, directors, managers, employees, counsel, accountants, agents, financial advisers and consultants of a Person.

“ **Restated Operating Agreement** ” means the Third Amended and Restated Operating Agreement of the Acquired Company in the form attached hereto as Exhibit B.

“ **Securities Act** ” has the meaning set forth in Section 5.6.

“ **Seller** ” or “ **Sellers** ” has the meaning set forth in the Preamble.

“ **Seller Combined Return** ” has the meaning set forth in Section 6.7(a).

“ **Sellers Fundamental Representations** ” means, collectively, the representations and warranties contained in Section 3.1 (Authority and Enforceability), Section 3.3 (Title to Interests), Section 3.5 (Brokers), Section 4.1 (Organization and Existence), Section 4.2 (Capitalization) , Section 4.3 (Subsidiaries), and Section 4.18 (Brokers).

“ **Seller Indemnitees** ” has the meaning set forth in Section 9.3(a).

“ **Seller Transaction Costs** ” means all fees, costs and expenses of the Sellers and the Acquired Company (other than fees, costs and expenses incurred on behalf of the Buyer or any Affiliate thereof) in each case, incurred in connection with the negotiation, preparation and execution of this Agreement and the consummation of the Transactions, the auction process involving the potential sale of the Acquired Company to a third party or any other sales process conducted or pursued by the Sellers, the Acquired Company or their Affiliates, whether payable prior to, at or after the Closing Date, including (A) the fees, costs and expenses of counsel to the Acquired Company, and (B) the fees, costs and expenses of investment bankers and any other agents, advisors, consultants and experts engaged by the Acquired Company, and Sellers’ portion of all Transfer Taxes in accordance with Section 6.6.

“ **Sellers’ Representative** ” has the meaning set forth in Section 10.3.

“ **Straddle Period** ” means any Tax period that includes (but does not end on) the Closing Date.

“ **Subsidiary** ” means, with respect to any Person, any corporation, limited liability company, partnership, joint venture or other legal entity of which such Person (either alone or through or together with any other Subsidiary), owns, directly or indirectly, more than 50% of the Equity Interests, the holders of which are generally entitled to vote for the election of the board of directors or other governing body of a non-corporate Person or otherwise control or direct the business or operations of such Person.

“ **Target Working Capital** ” has the meaning set forth in Section 2.5(a).

“ **Tax** ” or “ **Taxes** ” means (i) any United States local, state or federal or foreign income, profits, franchise, withholding, ad valorem, personal property (tangible and intangible), employment, payroll, sales and use, social security, disability, occupation, real property, severance, excise, unclaimed property or escheat and other taxes imposed by a Taxing Authority, including any interest, penalty or addition thereto, (ii) liability for the payment of any amount of

the type described in clause (i) as a result of being or having been before the Closing a member of an affiliated, consolidated, combined or unitary group, or a party to any agreement or arrangement, as a result of which liability of the Acquired Company to a Taxing Authority is determined or taken into account with reference to the activities of any other Person and (iii) liability of the Acquired Company for the payment of any amount as a result of being party to any Tax sharing agreement.

“ **Taxing Authority** ” means, with respect to any Tax, the Governmental Entity or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity or subdivision.

“ **Tax Claim** ” means (a) any written claim with respect to Taxes made by any Taxing Authority or other Person that, if pursued successfully, could serve as the basis for a claim for indemnification of the Buyer and the Sellers under this Agreement, or (b) a rejection by a Taxing Authority of a claim for a Tax refund with respect to any taxable period ending on or before the Closing Date of, or relating to, any Acquired Company or a Subsidiary thereof.

“ **Tax Returns** ” means any return, report or similar statement required to be filed with respect to any Taxes (including any attached schedules), including any information return, claim for refund, amended return and declaration of estimated Tax.

“ **Third Party Claim** ” has the meaning set forth in Section 9.4(a).

“**Third Party Defense**” has the meaning set forth in Section 9.4(b).

“ **Transactions** ” has the meaning set forth in the Recitals.

“ **Transfer Taxes** ” means all transfer, sales, use, real property transfer, goods and services, value added, documentary, stamp duty, gross receipts, excise, transfer and conveyance Taxes and other similar Taxes, duties, fees or charges.

Schedule A-1

Pre-Closing Total Interests

<u>Name</u>	<u>Unit Designation</u>	<u>Pro-Rata Share</u>	<u>Units Issued</u>
CLASS A MEMBERS:			
PELICAN GL INVESTOR, LLC	Class A Units	47.530%	47,530,000 Class A
PGL, LLC	Class A Units	23.765%	23,765,000 Class A
FGL, LLC	Class A Units	23.765%	23,765,000 Class A
GLI One, LLC	Class A Units	1.470%	1,470,000 Class A
GLI Two, LLC	Class A Units	0.735%	735,000 Class A
GLI Three, LLC	Class A Units	0.735%	735,000 Class A
GL CLASS B MEMBER, LLC	Class A Units	2.000%	2,000,000 Class A

Schedule A-2

Interests Sold at Closing

<u>Name</u>	<u>Unit Designation</u>	<u>Units Issued</u>
CLASS A MEMBERS:		
PELICAN GL INVESTOR, LLC	Class A Units	46,579,400.000
PGL, LLC	Class A Units	23,289,700.000
FGL, LLC	Class A Units	23,289,700.000
GLI One, LLC	Class A Units	1,440,600.000
GLI Two, LLC	Class A Units	720,300.000
GLI Three, LLC	Class A Units	720,300.000
GL CLASS B MEMBER, LLC	Class A Units	1,960,000.000

Schedule A-3

Post-Closing Total Ownership

<u>Name</u>	<u>Unit Designation</u>	<u>Units Issued</u>
<u>CLASS A MEMBERS :</u>		
Amneal Pharmaceuticals LLC	Class A Units	98,000,000
PELICAN GL INVESTOR, LLC	Class A Units	950,600
PGL, LLC	Class A Units	475,300
FGL, LLC	Class A Units	475,300
GLI One, LLC	Class A Units	29,400
GLI Two, LLC	Class A Units	14,700
GLI Three, LLC	Class A Units	14,700
GL CLASS B MEMBER, LLC	Class A Units	40,000

Schedule B

Pro-Rata Share

Seller	Principal Amount of Notes	Pro-Rata Share
PELICAN GL INVESTOR, LLC	\$ 36,693,160.00	47.530%
PGL, LLC	\$ 18,346,580.00	23.765%
FGL, LLC	\$ 18,346,580.00	23.765%
GLI One, LLC	\$ 1,134,840.00	1.470%
GLI Two, LLC	\$ 567,420.00	0.74%
GLI Three, LLC	\$ 567,420.00	0.74%
GL CLASS B MEMBER, LLC	\$ 1,544,000.00	2.00%

**RESTATED CERTIFICATE OF INCORPORATION
OF
AMNEAL PHARMACEUTICALS, INC.**

It is hereby certified that:

1. The present name of the corporation (hereinafter called the “Corporation”) is ATLAS HOLDINGS, INC. The Certificate of Incorporation of the Corporation was originally filed under the name Atlas Holdings, Inc. with the Secretary of State of the State of Delaware on October 4, 2017.
2. This Restated Certificate of Incorporation, which integrates and restates and also further amends the provisions of the Corporation’s Certificate of Incorporation, has been duly adopted in accordance with the provisions of Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware.
3. The Certificate of Incorporation is hereby amended, integrated and restated to read in its entirety as follows:

FIRST: NAME

The name of the corporation is AMNEAL PHARMACEUTICALS, INC. (hereinafter called the “Corporation”).

SECOND: REGISTERED OFFICE AND AGENT

The registered office of the Corporation is to be located at 251 Little Falls Drive, Wilmington, Delaware, County of New Castle, 19808. The name of its registered agent at that address is the Corporation Service Company.

THIRD: PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity, without limitation, for which a corporation may be organized under the General Corporation Law of the State of Delaware (the “DGCL”).

FOURTH: CAPITAL STOCK

Section 1. Authorization.

(a) The total number of shares of all classes of stock which the Corporation shall have the authority to issue is One Billion Two Hundred and Twenty Million (1,220,000,000) shares, consisting of (i) One Billion Two Hundred Eighteen Million (1,218,000,000) shares of Common Stock, \$.01 par value per share (the “Common Stock”), of which Nine Hundred Million (900,000,000) are designated as Class A Common Stock (“Class A Common Stock”), Three Hundred Million (300,000,000) are designated as Class B Common Stock (“Class B Common Stock”) and Eighteen Million (18,000,000) are designated as Class B-1 Common Stock (“Class B-1 Common Stock”) and (ii) Two Million (2,000,000) shares designated preferred stock, \$.01 par value per share (the “Preferred Stock”).

(b) The Preferred Stock may be issued in any number of series by the Board of Directors of the Corporation (the “Board”) pursuant to this ARTICLE FOURTH and ARTICLE SIXTH.

FIFTH: COMMON STOCK

Section 1. Common Stock; Identical Rights. Except as expressly provided otherwise in this ARTICLE FIFTH or as required by law, all shares of Common Stock shall be identical and shall entitle the holders thereof to the same rights and privileges.

Section 2. Ranking. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by such rights of the holders of any series of Preferred Stock as may be designated by the Board upon any issuance of any series of Preferred Stock.

Section 3. Dividends. Subject to applicable law and any preferential or other rights of the holders of any outstanding shares of Preferred Stock, the Board at any time and from time to time may declare and pay dividends on the outstanding shares of Class A Common Stock and Class B-1 Common Stock, on a *pari passu* basis, out of funds legally available for the payment of dividends. When, as and if such dividends are declared by the Corporation’s Board, whether payable in cash, property, or securities of the Corporation, the holders of Class A Common Stock and Class B-1 Common Stock shall be entitled to share equally therein, on a *pari passu* basis, in accordance with the number of shares of Class A Common Stock and Class B-1 Common Stock held by each such holder. Dividends shall not be declared or paid on the Class B Common Stock.

Section 4. Liquidation Rights. Upon any voluntary or involuntary liquidation, dissolution or winding-up of the affairs of the Corporation, after payment to all creditors of the Corporation of the full amounts to which they shall be entitled and subject to any preferential or other rights of the holders of any outstanding shares of Preferred Stock, the holders of Class A Common Stock and Class B-1 Common Stock shall be entitled to share equally therein, on a *pari passu* basis, in accordance with the number of shares of Class A Common Stock and Class B-1 Common Stock held by each such holder, in all remaining assets of the Corporation available for distribution among the stockholders of the Corporation, whether such assets are capital, surplus or earnings. The holders of shares of Class B Common Stock, as such, shall not be entitled to receive any assets of the Corporation in the event of any liquidation, dissolution or winding-up of the affairs of the Corporation.

For the purposes of this Section 4, neither the consolidation or merger of the Corporation with or into any other corporation or corporations, nor the sale, lease, exchange or transfer by the Corporation of all or any part of its assets, nor the reduction of the capital stock of the Corporation, shall be deemed to be a voluntary or involuntary liquidation, dissolution, or winding-up of the Corporation.

Section 5. Voting.

- a) *Class A Common Stock and Class B Common Stock* . Each holder of Class A Common Stock and Class B Common Stock shall be entitled to one vote for each share of Class A Common Stock or Class B Common Stock held of record by such holder. Except as required by law or as otherwise expressly provided for in this Restated Certificate of Incorporation, the holders of Class A Common Stock and Class B Common Stock shall vote together as a single class on all matters upon which such holders are entitled to vote.
- b) *Class B-1 Common Stock* . Except as required by law or as otherwise expressly provided for in ARTICLE SEVENTH, Section 1, shares of Class B-1 Common Stock shall have no voting rights and no holder thereof shall be entitled to vote on any matter.

Section 6. Restrictions on Transfer and Issuances.

- a) No shares of Class B Common Stock may be issued except to a holder of Common Units or its Affiliates (other than the Corporation or any subsidiary of the Corporation that is a holder of Common Units), such that after such issuance of Class B Common Stock such holder (together with its Affiliates) holds an identical number of Common Units and shares of Class B Common Stock unless otherwise provided in the LLC Agreement (as defined below).
- b) No shares of Class B Common Stock may be transferred by the holder thereof except (i) for no consideration to the Corporation, upon which transfer of such shares shall, to the full extent permitted by law, automatically be retired or (ii) in accordance with the terms of the Stockholders Agreement (as defined herein) and the Third Amended and Restated Limited Liability Company Agreement of Amneal Pharmaceuticals LLC, dated as of May 4, 2018, as the same may be further amended and/or restated from time to time (the “LLC Agreement”), copies of which will be provided to any stockholder of the Corporation upon written request therefor. Any stock certificates representing shares of Class B Common Stock shall include a legend referencing the transfer restrictions set forth herein. As used in this Restated Certificate of Incorporation, “Common Units” has the meaning assigned to such term in the LLC Agreement.

Section 7. Conversion of Class B-1 Common Stock.

- a) *Voluntary Conversion*. Subject to ARTICLE FIFTH, Section 7(g), each share of Class B-1 Common Stock may be automatically converted into one share of Class A Common Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like) if the holder of such share of Class B-1 Common Stock approves or consents to such conversion.
- b) *Mandatory Conversion by the Corporation* . Following the earlier to occur of (i) the first anniversary of the effective date of this Restated Certificate of Incorporation and (ii) such time as TPG Improv Holdings, L.P., a Delaware limited partnership (“TPG”), or any of its Affiliates elects a Class B-1 Director or otherwise designates a director to

serve on the Board, the Corporation shall have the right, upon notice to the holder thereof, to automatically convert all shares of Class B-1 Common Stock into an equal number of shares of Class A Common Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like).

- c) *Mandatory Conversion upon Transfer* . If, at any time on or after the effective date of this Restated Certificate of Incorporation, any share of Class B-1 Common Stock shall not be owned, beneficially or of record, by TPG or any of its Affiliates or Amneal or any of its Affiliates, such share of Class B-1 Common Stock shall be automatically converted into one share of Class A Common Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like).
- d) *Mechanics of Conversion* . Upon any conversion of shares of Class B-1 Common Stock into shares of Class A Common Stock pursuant to this Restated Certificate of Incorporation, the holder shall surrender any certificate or certificates representing the shares of Class B-1 Common Stock being converted, duly endorsed, at the office of the Corporation or of any transfer agent for such stock, and shall give written notice to the Corporation at its principal corporate office stating the name or names in which the certificate or certificates representing the shares of Class A Common Stock issued upon conversion of such holder's shares of Class B-1 Common Stock are to be issued. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder, or to the nominee or nominees of such holder, a certificate or certificates representing the number of shares of Class A Common Stock to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately upon the occurrence of any event described in ARTICLE FIFTH, Sections 7(a), 7(b) and 7(c), and the person or persons entitled to receive the shares of Class A Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Class A Common Stock as of such date.
- e) *Reservation of Shares upon Conversion* . The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, the number of shares of Class A Common Stock as shall from time to time be sufficient to effect a conversion of all outstanding shares of Class B-1 Common Stock (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like). The Corporation covenants that all shares of Class A Common Stock issued upon any such conversion will, upon issuance, be validly issued, fully paid and non-assessable.
- f) *Status of Converted Stock* . In the event any shares of Class B-1 Common Stock shall be converted into shares of Class A Common Stock pursuant to this ARTICLE FIFTH, Section 7, the shares of Class B-1 Common Stock so converted shall be retired and shall not be reissued by the Corporation.

- g) *Maximum Percentage for Voluntary Conversion* . The Corporation shall not effect a voluntary conversion of a holder's shares of Class B-1 Common Stock into shares of Class A Common Stock pursuant to ARTICLE FIFTH, Section 7(a), and such holder shall not have the right to voluntarily convert their shares of Class B-1 Common Stock into shares of Class A Common Stock pursuant to such section, to the extent that after giving effect to such conversion, such person (together with such person's Affiliates), would beneficially own in excess of 9.9% of the shares of Class A Common Stock outstanding immediately after giving effect to such conversion. For purposes of the foregoing sentence, the aggregate number of shares of Class A Common Stock beneficially owned by such person and its Affiliates shall include the number of shares of Class A Common Stock issuable upon conversion of the Class B-1 Common Stock with respect to which the determination of such sentence is being made, but shall exclude shares of Class A Common Stock that would be issuable upon (x) exercise of the remaining, unconverted shares of Class B-1 Common Stock beneficially owned by such person and its Affiliates and (y) exercise or conversion of the unexercised or unconverted portion of any other securities of the Corporation beneficially owned by such person and its Affiliates (including, without limitation, any convertible notes or convertible preferred stock or warrants) subject to a limitation on conversion or exercise analogous to the limitation contained herein. Except as set forth in the preceding sentence, for purposes of this ARTICLE FIFTH, Section 6(g), beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

SIXTH: ADDITIONAL SERIES OF PREFERRED STOCK

Section 1. Designation of Additional Series of Preferred Stock . Shares of Preferred Stock may be issued from time to time in one or more series. The Board is hereby expressly authorized, by resolution or resolutions thereof, to provide for, designate and issue, out of the 2,000,000 authorized but undesignated and unissued shares of Preferred Stock, one or more series of Preferred Stock, subject to the terms and conditions set forth herein. Before any shares of any such series are issued, the Board shall fix, and hereby is expressly empowered to fix, by resolution or resolutions and by filing a certificate of designation pursuant to the DGCL with the Secretary of State of the State of Delaware setting forth such resolution or resolutions, the designations and the powers, preferences, privileges and rights and qualifications, limitation and restrictions of such series, including but not limited to, the following:

- a) the designation of such series, the number of shares to constitute such series and the stated value thereof, if any, if different from the par value thereof;
- b) whether the shares of such series shall have voting rights or powers, in addition to any voting rights required by law, and, if so, the terms of such voting rights or powers, which may be full or limited;
- c) the dividends, if any, payable on such series, whether any such dividends shall be cumulative, and, if so, from what dates, the conditions and dates upon which such dividends shall be payable, and the preference or relation which such dividends shall bear to the dividends payable on any shares of stock or any other class or any other series of this class;

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- d) whether the shares of such series shall be subject to redemption by the Corporation and, if so, the times, prices and other conditions of such redemption;
 - e) the amount or amounts payable upon shares of such series upon, and the rights of the holders of such series in, the voluntary or involuntary liquidation, dissolution or winding up, or upon any distribution of the assets, of the Corporation;
 - f) whether the shares of such series shall be subject to the operation of a retirement or sinking fund and, if so, the extent to and manner in which any such retirement or sinking fund shall be applied to the purchase or redemption of the shares of such series for retirement or other corporate purposes and the terms and provisions relative to the operation thereof;
 - g) whether the shares of such series shall be convertible into, or exchangeable for, shares of capital stock of any other class or any other series of this class or any other securities and, if so, the price or prices or the rate or rates of conversion or exchange and the method, if any, of adjusting the same, and any other terms and condition or exchange;
 - h) the limitations and restrictions, if any, to be effective while any shares of such series are outstanding upon the payment of dividends or the making of other distributions on, and upon the purchase, redemption or other acquisition by the Corporation of, the Common Stock or shares of capital stock of any other class or any other series of this class;
 - i) the conditions or restrictions, if any, to be effective while any shares of such series are outstanding upon the creation of indebtedness of the Corporation upon the issue of any additional stock, including additional shares of such series or of any other series of this class or of any other class; and
 - j) any other powers, designations, preferences and relative, participating, optional or other special rights, and any qualifications, limitations or restrictions thereof.

The powers, designations, preferences and relative, participating, optional or other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

The Board is hereby expressly authorized from time to time to increase (but not above the total number of authorized shares of Preferred Stock) or decrease (but not below the number of shares thereof then outstanding) the number of shares of capital stock of any series of Preferred Stock designated as any one or more Series of Preferred Stock pursuant to this ARTICLE SIXTH.

Notwithstanding the foregoing, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Restated Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Restated Certificate of Incorporation (including any Certificate of Designations relating to any series of Preferred Stock) or pursuant to the DGCL.

SEVENTH: ELECTION OF DIRECTORS

Section 1. Class B-1 Director. Until the earlier of (i) such time as TPG, together with its Affiliates, beneficially owns (as interpreted under Rule 13d-3 of the Exchange Act) less than 4% of the outstanding shares of Common Stock or (ii) such time as no shares of Class B-1 Common Stock remain outstanding, the holders of Class B-1 Common Stock, acting as a separate class, shall be entitled to vote (or provide written consent) to elect one director to the Board (such director and any successor thereof elected or appointed by the holders of Class B-1 Common Stock, the “Class B-1 Director”); provided, that such Class B-1 Director must meet the general qualifications of a member of the Board and be approved by the Nominating Committee of the Board. Thereafter, subject to the final sentence of this ARTICLE SEVENTH, Section 1, the holders of Class B-1 Common Stock, acting as a separate class, shall be entitled to remove or replace the Class B-1 Director provided, that any successor Class B-1 Director must meet the general qualifications of a member of the Board as determined by the Nominating Committee of the Board. Notwithstanding the foregoing, if for any period greater than 20 consecutive days TPG, together with its Affiliates, beneficially owns less than 4% of the outstanding shares of Common Stock, (A) TPG shall promptly cause the then-serving Class B-1 Director, if any, to offer his or her resignation to the Corporation and (B) all rights of the holders of Class B-1 Common Stock under this ARTICLE SEVENTH, Section 1 shall expire.

Section 2. Other Directors. Subject to (a) the rights of the holders of Class B-1 Common Stock to elect, remove or replace the Class B-1 Director and (b) any rights of holders of any series of Preferred Stock to elect directors pursuant to this Restated Certificate of Incorporation or any Certificate of Designations, the holders of Class A Common Stock and Class B Common Stock, voting together as a single class, shall be entitled to vote to elect, remove or replace all other directors to the Board.

Section 3. Written Ballots. The election of directors need not be by written ballot unless the Bylaws so provide.

EIGHTH: AMENDMENT OF CERTIFICATE OF INCORPORATION

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Restated Certificate of Incorporation in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on stockholders, directors and officers are subject to this reserved power. Subject to applicable law and to the Stockholders Agreement, and subject to the rights of the holders of any series of Preferred Stock, the affirmative vote of the holders of a majority of the voting power of the issued and outstanding shares of capital stock of the Corporation entitled to vote thereon shall be required to amend, alter, change or repeal any provision of this Restated Certificate of Incorporation, or to adopt any new provision of this Restated Certificate of Incorporation.

NINTH: AMENDMENT OF BYLAWS

Subject to the Stockholders Agreement, the Board is authorized and empowered from time to time in its discretion to make, alter, amend or repeal the Bylaws of the Corporation by the affirmative vote of not less than a majority of the Board, except as such power may be restricted or limited by the DGCL.

TENTH: FORUM

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if such court does not have jurisdiction, the Superior Court of the State of Delaware, or, if such other court does not have jurisdiction, the United States District Court for the District of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (c) any action asserting a claim arising pursuant to any provision of the DGCL, this Restated Certificate of Incorporation (as may be amended, altered, changed or repealed) or the Bylaws or (d) any action asserting a claim governed by the internal affairs doctrine. To the fullest extent permitted by law, any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this ARTICLE TENTH.

ELEVENTH: CORPORATE OPPORTUNITIES

Section 1. General. In recognition and anticipation (a) that the Corporation will not be a wholly owned subsidiary of Amneal and that Amneal will be a significant stockholder of the Corporation, (b) that directors, officers and/or employees of Amneal may serve as directors and/or officers of the Corporation, (c) that, subject to any contractual arrangements that may otherwise from time to time be agreed to between Amneal and the Corporation (including the Stockholders Agreement), Amneal engages or may engage in the same, similar or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, (d) that Amneal may have an interest in the same areas of corporate opportunity as the Corporation and Affiliated Companies thereof, and (e) that, as a consequence of the foregoing, it is in the best interests of the Corporation that the respective rights and duties of the Corporation and of Amneal, and the duties of any directors and/or officers of the Corporation who are also directors, officers and/or employees of Amneal, be determined and delineated in respect of any transactions between, or opportunities that may be suitable for both, the Corporation and Affiliated Companies thereof, on the one hand, and Amneal, on the other hand. The sections of this ARTICLE ELEVENTH shall to the fullest extent permitted by law regulate and define the conduct of certain of the business and affairs of the Corporation in relation to Amneal and the conduct of certain affairs of the Corporation as they may involve Amneal and its directors, officers and/or employees, and the power, rights, duties and liabilities of the Corporation and its officers, directors and stockholders in connection therewith. To the fullest extent permitted by law, any person purchasing or otherwise acquiring or holding any shares of capital stock of the Corporation, or any interest therein, shall be deemed to have notice of and to have consented to the provisions of this ARTICLE ELEVENTH.

Section 2. Certain Agreements and Transactions Permitted. The Corporation has entered into the Stockholders Agreement with Amneal, and, subject to the Stockholders Agreement, may from time to time enter into and perform, and cause or permit any Affiliated Company of the Corporation to enter into and perform, one or more agreements (or modifications or supplements to pre-existing agreements) with Amneal pursuant to which the Corporation or an Affiliated Company thereof, on the one hand, and Amneal, on the other hand, agree to engage in transactions of any kind or nature with each other and/or agree to compete, or to refrain from competing or to limit or restrict their competition, with each other, including to allocate and to cause their respective directors, officers and/or employees (including any who are directors, officers and/or employees of both) to allocate opportunities between or to refer opportunities to each other.

Section 3. Corporate Opportunities. Except as otherwise agreed in writing between the Corporation and Amneal, including in the Stockholders Agreement, Amneal shall to the fullest extent permitted by law have no duty to refrain from (a) engaging in the same or similar activities or lines of business as the Corporation or (b) doing business with any client, customer or vendor of the Corporation. Except as otherwise agreed in writing between the Corporation and Amneal, the Corporation to the fullest extent permitted by law renounces any interest or expectancy of the Corporation or any of its Affiliated Companies in, or in being offered an opportunity to participate in, any corporate opportunity presented to Amneal or any Dual Role Person pursuant to Section 122(17) of the DGCL and waives any claim that such business opportunity constituted a corporate opportunity that should have been presented to the Corporation or any Affiliated Company thereof, if, in the case of a corporate opportunity presented to Amneal, Amneal acts in a manner consistent with the following policy: if Amneal is presented with or acquires knowledge of a corporate opportunity, such corporate opportunity shall belong to Amneal unless such opportunity was expressly offered to Amneal in its capacity as a stockholder of the Corporation. In the case of any corporate opportunity in which the Corporation has renounced its interest and expectancy in the previous sentence, Amneal shall to the fullest extent permitted by law not be liable to the Corporation by reason of the fact that Amneal acquires or seeks such corporate opportunity for itself, directs such corporate opportunity to another person, or otherwise does not communicate information regarding such corporate opportunity to the Corporation.

Section 4. Dual Role Persons. To the fullest extent permitted by law, no Dual Role Person who is presented with or acquires knowledge of a corporate opportunity in any capacity (i) shall have any duty to communicate or offer to the Corporation or any of its Affiliated Companies any corporate opportunity, (ii) shall be prohibited from communicating or offering any corporate opportunity to Amneal or any other person or participating in such corporate opportunity and (iii) to the fullest extent permitted by law, shall have any liability to the Corporation or its stockholders for breach of any fiduciary duty as a stockholder, director or officer of the Corporation, as the case may be, related to such corporate opportunity.

Section 5. Certain Definitions. For purposes of this ARTICLE ELEVENTH, (a) “Affiliated Company” in respect of the Corporation shall mean any entity controlled by the Corporation, (b) “corporate opportunities” shall include, but not be limited to, business opportunities that the Corporation is financially able to undertake, which are, from their nature, in the line of the Corporation’s business, are of practical advantage to it and are opportunities in which the

Corporation, but for Section 3 of this ARTICLE ELEVENTH would have an interest or a reasonable expectancy, and in which, by embracing the opportunities, the self-interest of Amneal or its directors, officers and/or employees will be brought into conflict with that of the Corporation, (c) “ Amneal ” shall mean Amneal Holdings LLC and its Affiliates (other than the Corporation and any entity that is controlled by the Corporation), and (d) “ Dual Role Person ” shall mean any individual who is a director, officer or employee of the Corporation and is also a director, officer or employee of Amneal.

TWELFTH: STOCKHOLDERS AGREEMENT

For so long as that certain Stockholders Agreement, dated as of October 17, 2017, by and among the Corporation and each of the Amneal Group Members (as defined therein), as amended from time to time, a copy of which will be provided to any stockholder of the Corporation upon written request therefor (the “ Stockholders Agreement ”), is in effect, the provisions of the Stockholders Agreement shall be incorporated by reference into the relevant provisions hereof, and such provisions shall be interpreted and applied in a manner consistent with the terms of the Stockholders Agreement.

THIRTEENTH: INDEMNIFICATION, ADVANCEMENT OF EXPENSES AND EXCULPATION

Section 1. Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “ proceeding ”) by reason of the fact that he, or a person for whom he is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys’ fees) reasonably incurred by such person; provided, however, that the Corporation shall not be required to indemnify any director or officer in connection with any proceeding (or part thereof) initiated by such person or any proceeding by such person against the Corporation or its directors, officers, employees or other agents unless (i) such indemnification is expressly required to be made by applicable law, (ii) the proceeding was authorized by the Board, (iii) such indemnification is provided by the Corporation, in its sole discretion, or (iv) such indemnification is required to be made under Section 3 of this ARTICLE THIRTEENTH, pursuant to the powers vested in the Corporation under the DGCL or any other applicable law.

Section 2. Advancement of Expenses.

- a) The Corporation shall advance to any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or officer, of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, prior to the final disposition of

the proceeding, promptly following request therefor, all expenses incurred by any director or officer in defending any such proceeding, provided, however, that if the DGCL requires, an advancement of expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter, an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Section 2 of this ARTICLE THIRTEENTH or otherwise.

- b) Notwithstanding the foregoing, unless otherwise determined pursuant to Section 2 of this ARTICLE THIRTEENTH, no advance shall be made by the Corporation to an executive officer of the Corporation (except by reason of the fact that such executive officer is or was a director of the Corporation in which event this paragraph shall not apply) in any action, suit or proceeding, whether civil, criminal, administrative or investigative, if a determination is reasonably and promptly made (i) by a majority vote of directors who were not parties to the proceeding, even if not a quorum, or (ii) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or such directors so direct, by independent legal counsel in a written opinion, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the Corporation.

Section 3. Enforcement. Without the necessity of entering into an express contract, all rights to indemnification and advances to directors and officers under this ARTICLE THIRTEENTH shall be deemed to be contractual rights and be effective to the same extent and as if provided for in a contract between the Corporation and the director or officer. Any right to indemnification or advances granted by this ARTICLE THIRTEENTH to a director or officer shall be enforceable by or on behalf of the person holding such right in any court of competent jurisdiction if (i) the claim for indemnification or advances is denied, in whole or in part, or (ii) no disposition of such claim is made within sixty (60) days of request therefor. The claimant in such enforcement action, if successful in whole or in part, shall be entitled to be paid also the expense of prosecuting the claim. In connection with any claim for indemnification, the Corporation shall be entitled to raise as a defense to any such action that the claimant has not met the standards of conduct that make it permissible under the DGCL or any other applicable law for the Corporation to indemnify the claimant for the amount claimed. In connection with any claim by an executive officer of the Corporation (except in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such executive officer is or was a director of the Corporation) for advances, the Corporation shall be entitled to raise a defense as to any such action clear and convincing evidence that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the Corporation, or with respect to any criminal action or proceeding that such person acted without

reasonable cause to believe that his conduct was lawful. Neither the failure of the Corporation (including the Board, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the DGCL or any other applicable law, nor an actual determination by the Corporation (including the Board, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct. In any suit brought by a director or officer to enforce a right to indemnification or to an advancement of expenses hereunder, the burden of proving that the director or officer is not entitled to be indemnified, or to such advancement of expenses, under this ARTICLE THIRTEENTH or otherwise shall be on the Corporation.

Section 4. Good Faith.

- a) For purposes of any determination under this ARTICLE THIRTEENTH, a director or executive officer shall be deemed to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, to have had no reasonable cause to believe that his conduct was unlawful, if his action is based on information, opinions, reports and statements, including financial statements and other financial data, in each case prepared or presented by:
 - i. one or more officers or employees of the Corporation whom the director or executive officer believed to be reliable and competent in the matters presented;
 - ii. counsel, independent accountants or other persons as to matters which the director or executive officer believed to be within such person's professional competence; and
 - iii. with respect to a Director, a committee of the Board upon which such director does not serve, as to matters within such Committee's designated authority, which committee the director believes to merit confidence; so long as, in each case, the director or executive officer acts without knowledge that would cause such reliance to be unwarranted.
- b) The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal proceeding, that he had reasonable cause to believe that his conduct was unlawful.

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- c) The provisions of this ARTICLE THIRTEENTH shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth by the DGCL.

Section 5. Non-Exclusivity of Rights. The rights conferred on any person by this ARTICLE THIRTEENTH shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of this Restated Certificate of Incorporation, the Bylaws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding office. The Corporation is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advances, to the fullest extent not prohibited by the DGCL, or by any other applicable law.

Section 6. Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or nonprofit entity shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust, enterprise or nonprofit enterprise.

Section 7. Insurance. The Board may authorize the Corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this ARTICLE THIRTEENTH or of the DGCL; and the Corporation may create a trust fund, grant a security interest and/or use other means (including, without limitation, letters of credit, surety bonds and/or other similar arrangements) to the full extent authorized or permitted by the DGCL and other applicable law to ensure the payment of such amounts as may become necessary to effect the indemnification as provided in this ARTICLE THIRTEENTH or elsewhere.

Section 8. Definitions. For the purposes of this ARTICLE THIRTEENTH, the following definition shall apply:

- a) The term "Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this ARTICLE THIRTEENTH with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued;

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- b) The term “other enterprises” shall include employee benefit plans;
 - c) The term “fines” shall include any excise taxes assessed on a person with respect to any employee benefit plan;
 - d) References to “serving at the request of the Corporation” shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants or beneficiaries; and
 - e) A person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this ARTICLE THIRTEENTH.

Section 9. Liability of Directors. No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; provided, however, that this, limitation of liability shall not eliminate or limit the liabilities of the directors for any breach of the director’s duty of loyalty to the Corporation or its stockholders, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, under Section 174 of the DGCL, or for any transaction from which the director derived an improper personal benefit; provided, further, that this limitation of liability shall not eliminate or limit the liability of a director for any act or omission occurring prior to the filing of this Restated Certificate of Incorporation.

Section 10. Survival of Rights. The rights conferred on any person by this ARTICLE THIRTEENTH shall continue as to a person who has ceased to be a director, officer, officer, employee or other agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 11. Savings Clause. If this ARTICLE THIRTEENTH or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director and officer to the full extent not prohibited by any applicable portion of this ARTICLE THIRTEENTH that shall not have been invalidated, or by any other applicable law. If this ARTICLE THIRTEENTH shall be invalid due to the application of the indemnification provisions of another jurisdiction, then the Corporation shall indemnify each director and officer to the full extent under any other applicable law.

Section 12. Amendment or Repeal. Any repeal or modification of the provisions of this ARTICLE THIRTEENTH shall only be prospective and shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

FOURTEENTH: CERTAIN DEFINITIONS

Section 1. Except as otherwise provided in this Restated Certificate of Incorporation, the following definitions shall apply to the following terms as used in this Restated Certificate of Incorporation:

- a) “Affiliate” shall mean (1) in respect of Amneal, any Person that, directly or indirectly, is controlled by Amneal, controls Amneal or is under common control with Amneal and shall include any principal, member, director, partner, stockholder, officer, employee or other representative of any of the foregoing (other than the Corporation and any entity that, directly or indirectly, is controlled by the Corporation); (2) in respect of the Corporation, any Person that, directly or indirectly, is controlled by the Corporation and (3) in respect of TPG, any Person that, directly or indirectly, is controlled by TPG or by any Person that controls TPG.
- b) “Amneal” shall mean Amneal Holdings LLC.
- c) “Person” shall mean an individual, a firm, a corporation, a partnership, a limited liability company, an association, a joint venture, a joint stock company, a trust, an unincorporated organization or similar company, or any other entity.

IN WITNESS WHEREOF, the Corporation has caused this Restated Certificate of Incorporation to be executed by its undersigned officer this 4th day of May, 2018.

ATLAS HOLDINGS, INC.

By: /s/ Paul M. Bisaro
Paul M. Bisaro
Chief Executive Officer

BYLAWS
OF
IMPAX LABORATORIES, INC.
(a Delaware corporation)

Adopted as of May 4, 2018

TABLE OF CONTENTS

	Page
ARTICLE I. IDENTIFICATION; OFFICES	1
SECTION 1. NAME	1
SECTION 2. PRINCIPAL AND BUSINESS OFFICES	1
SECTION 3. REGISTERED AGENT AND OFFICE	1
SECTION 4. PLACE OF KEEPING CORPORATE RECORDS	1
ARTICLE II. STOCKHOLDERS	1
SECTION 1. ANNUAL MEETING	1
SECTION 2. SPECIAL MEETING	1
SECTION 3. PLACE OF STOCKHOLDER MEETINGS	1
SECTION 4. NOTICE OF MEETINGS	2
SECTION 5. QUORUM	2
SECTION 6. ADJOURNED MEETINGS	2
SECTION 7. FIXING OF RECORD DATE	3
SECTION 8. VOTING LIST	4
SECTION 9. VOTING	4
SECTION 10. PROXIES	4
SECTION 11. RATIFICATION OF ACTS OF DIRECTORS AND OFFICERS	4
SECTION 12. CONDUCT OF MEETINGS	5
SECTION 13. ACTION WITHOUT MEETING	5
ARTICLE III. DIRECTORS	6
SECTION 1. GENERAL POWERS	6
SECTION 2. NUMBER AND TENURE OF DIRECTORS	6
SECTION 3. ELECTION OF DIRECTORS	6
SECTION 4. CHAIRMAN OF THE BOARD; VICE CHAIRMAN OF THE BOARD	6
SECTION 5. QUORUM	7
SECTION 6. VOTING	7
SECTION 7. VACANCIES	7
SECTION 8. REMOVAL OF DIRECTORS	7
SECTION 9. RESIGNATION	7
SECTION 10. REGULAR MEETINGS	7
SECTION 11. SPECIAL MEETINGS	7
SECTION 12. NOTICE OF SPECIAL MEETINGS OF THE BOARD OF DIRECTORS	7
SECTION 13. WRITTEN ACTION BY DIRECTORS	8
SECTION 14. PARTICIPATION BY CONFERENCE TELEPHONE	8
SECTION 15. COMMITTEES	8
SECTION 16. COMPENSATION OF DIRECTORS	9
ARTICLE IV. OFFICERS	9
SECTION 1. GENERAL PROVISIONS	9
SECTION 2. ELECTION AND TERM OF OFFICE	9
SECTION 3. RESIGNATION AND REMOVAL OF OFFICERS	9

SECTION 4.	VACANCIES	10
SECTION 5.	THE CHIEF EXECUTIVE OFFICER	10
SECTION 6.	THE PRESIDENT	10
SECTION 7.	THE VICE PRESIDENT	10
SECTION 8.	THE SECRETARY	11
SECTION 9.	THE ASSISTANT SECRETARY	11
SECTION 10.	THE TREASURER	11
SECTION 11.	THE ASSISTANT TREASURER	12
SECTION 12.	OTHER OFFICERS, ASSISTANT OFFICERS AND AGENTS	12
SECTION 13.	ABSENCE OF OFFICERS	12
SECTION 14.	COMPENSATION	12
ARTICLE V. CAPITAL STOCK		12
SECTION 1.	ISSUANCE OF STOCK	12
SECTION 2.	CERTIFICATES OF SHARES; UNCERTIFICATED SHARES	12
SECTION 3.	SIGNATURES OF FORMER OFFICER, TRANSFER AGENT OR REGISTRAR	13
SECTION 4.	TRANSFER OF SHARES	13
SECTION 5.	LOST, DESTROYED OR STOLEN CERTIFICATES	13
SECTION 6.	REGULATIONS	14
ARTICLE VI. INDEMNIFICATION		14
SECTION 1.	RIGHT TO INDEMNIFICATION OF DIRECTORS AND OFFICERS	14
SECTION 2.	PREPAYMENT OF EXPENSES OF DIRECTORS AND OFFICERS	14
SECTION 3.	CLAIMS BY DIRECTORS AND OFFICERS	14
SECTION 4.	INDEMNIFICATION OF EMPLOYEES AND AGENTS	15
SECTION 5.	ADVANCEMENT OF EXPENSES OF EMPLOYEES AND AGENTS	15
SECTION 6.	NON-EXCLUSIVITY OF RIGHTS	15
SECTION 7.	OTHER INDEMNIFICATION	15
SECTION 8.	INSURANCE	15
SECTION 9.	AMENDMENT OR REPEAL	15
ARTICLE VII. DIVIDENDS		16
SECTION 1.	DECLARATIONS OF DIVIDENDS	16
SECTION 2.	SPECIAL PURPOSES RESERVES	16
ARTICLE VIII. NOTICE BY ELECTRONIC TRANSMISSION		16
SECTION 1.	NOTICE BY ELECTRONIC TRANSMISSION	16
SECTION 2.	DEFINITION OF ELECTRONIC TRANSMISSION	17
SECTION 3.	INAPPLICABILITY	17
ARTICLE IX. GENERAL PROVISIONS		17
SECTION 1.	FISCAL YEAR	17
SECTION 2.	SEAL	17
SECTION 3.	WRITTEN WAIVER OF NOTICE	17
SECTION 4.	ATTENDANCE AS WAIVER OF NOTICE	17
SECTION 5.	CONTRACTS	17

SECTION 6.	LOANS	17
SECTION 7.	CHECKS, DRAFTS, ETC.	17
SECTION 8.	DEPOSITS	18
SECTION 9.	ANNUAL STATEMENT	18
SECTION 10.	VOTING OF SECURITIES	18
SECTION 11.	EVIDENCE OF AUTHORITY	18
SECTION 12.	CERTIFICATE OF INCORPORATION	18
SECTION 13.	SEVERABILITY	18
SECTION 14.	PRONOUNS	18
ARTICLE X. AMENDMENTS		18
SECTION 1.	BY THE BOARD OF DIRECTORS	18
SECTION 2.	BY THE STOCKHOLDERS	18

ARTICLE I.
IDENTIFICATION; OFFICES

SECTION 1. NAME. The name of the corporation is Impax Laboratories, Inc. (the “Corporation”).

SECTION 2. PRINCIPAL AND BUSINESS OFFICES. The Corporation may have such principal and other business offices, either within or outside of the state of Delaware, as the Board of Directors may designate or as the Corporation’s business may require from time to time.

SECTION 3. REGISTERED AGENT AND OFFICE. The address of the Corporation’s registered office in the State of Delaware is 251 Little Falls Drive, Wilmington, Delaware, County of New Castle, 19808. The name of its registered agent at that address is Corporation Service Company.

SECTION 4. PLACE OF KEEPING CORPORATE RECORDS. The records and documents required by law to be kept by the Corporation permanently shall be kept at the Corporation’s principal office or as the Board of Directors may designate.

ARTICLE II.
STOCKHOLDERS

SECTION 1. ANNUAL MEETING. An annual meeting of the stockholders shall be held on such date and time as may be designated by the Board of Directors, the Chairman of the Board, the Chief Executive Officer or the President. At each annual meeting, the stockholders shall elect directors to hold office for the term provided in Section 2 of Article III of these Bylaws and transact such other business as may properly be brought before the meeting. The Board of Directors may postpone, cancel or reschedule any previously scheduled annual meeting of stockholders.

SECTION 2. SPECIAL MEETING. A special meeting of the stockholders for any purpose or purposes may be called at any time only by the President, the Board of Directors, the Chairman of the Board, the Chief Executive Officer or any other person designated by the Board of Directors. The Board of Directors may postpone, cancel or reschedule any previously scheduled special meeting of stockholders. Business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

SECTION 3. PLACE OF STOCKHOLDER MEETINGS. The Board of Directors, the Chairman of the Board, the Chief Executive Officer or the President may designate any place, either within or without the State of Delaware, as the place of meeting for any annual meeting or for any special meeting. If no such place is designated by the Board of Directors, the place of meeting will be the principal business office of the Corporation or the Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but will instead be held solely by means of remote communication as provided under Section 211 of the Delaware General Corporation Law.

SECTION 4. NOTICE OF MEETINGS. Except as otherwise provided by law or waived as herein provided, whenever stockholders are required or permitted to take any action at a meeting, whether annual or special, written notice of the meeting shall be given stating the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders may be deemed to be present in person and vote at such meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise required by law, such written notice shall be given not less than 10 days nor more than 60 days before the date of the meeting to each stockholder entitled to vote at the meeting. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at the stockholder's address as it appears on the records of the Corporation. If electronically transmitted (in a manner consistent with Section 232 of the Delaware General Corporation Law), then notice is deemed given when transmitted and directed to a facsimile number or electronic mail address at which the stockholder has consented to receive notice. An affidavit of the secretary or of the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be *prima facie* evidence of the facts stated therein.

When a meeting is adjourned to reconvene at the same or another place, if any, or by means of remote communications, if any, in accordance with Section 6 of Article II of these Bylaws, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

SECTION 5. QUORUM. Unless otherwise provided by law, the Corporation's Certificate of Incorporation or these Bylaws, the holders of a majority in voting power of the shares of the capital stock of the Corporation issued and outstanding and entitled to vote at the meeting, present in person, present by means of remote communication in a manner, if any, authorized by the Board of Directors in its sole discretion, or represented by proxy, shall constitute a quorum for the transaction of business; provided, however, that where a separate vote by a class or classes or series of capital stock is required by law or the Certificate of Incorporation, the holders of a majority in voting power of the shares of such class or classes or series of the capital stock of the Corporation issued and outstanding and entitled to vote on such matter, present in person, present by means of remote communication in a manner, if any, authorized by the Board of Directors in its sole discretion, or represented by proxy, shall constitute a quorum entitled to take action with respect to the vote on such matter. If a quorum is present in person or represented by proxy at such meeting, such stockholders may continue to transact business until adjournment, notwithstanding the withdrawal of such number of stockholders as may leave less than a quorum.

SECTION 6. ADJOURNED MEETINGS. Any meeting of stockholders may be adjourned from time to time to any other time and date and to any other place (or by means of remote communications, if any) at which a meeting of stockholders may be held under these Bylaws by the chairman of the meeting or by a majority of the stockholders present or represented at the meeting and entitled to vote, although less than a quorum. It shall not be necessary to notify any stockholder of any adjournment of less than 30 days if the time and place, if any, of the adjourned meeting, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting, are announced at the meeting at which adjournment is taken, unless after the adjournment a new record date is fixed for the adjourned meeting. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting.

SECTION 7. FIXING OF RECORD DATE.

(a) The Board of Directors may fix in advance a date as a record date for the determination of the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof. Such record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 60 days nor less than 10 days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

(b) For the purpose of determining stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is established by the Board of Directors, and which date shall not be more than 10 days after the date on which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal office, or an officer or agent of the Corporation having custody of the book in which the proceedings of meetings of stockholders are recorded. Delivery to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by law, the record date for determining stockholders' consent to corporate action in writing without a meeting shall be the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) For the purpose of determining the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect to any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix the record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining the stockholders for any such purpose shall be the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

SECTION 8. VOTING LIST. Corporation shall prepare, at least 10 days before every meeting of stockholders, a complete list of stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least 10 days prior to the meeting, (i) by a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to the stockholders of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, such list shall be the only evidence as to the identity of stockholders entitled to examine the list of stockholders required by this Section 8 or to vote in person or by proxy at any meeting of the stockholders. The Corporation shall not be required to include electronic mail addresses or other electronic contact information on such list.

SECTION 9. VOTING. Unless otherwise provided by the Certificate of Incorporation, each stockholder shall be entitled to one vote for each share of capital stock held by each stockholder. When a quorum is present at any meeting, in all matters other than the election of directors, the affirmative vote of the majority in voting power of the outstanding shares of stock present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, except when a different vote is required by law, the Certificate of Incorporation or these Bylaws. When a quorum is present at any meeting, directors shall be elected by plurality of the votes of the shares present in person or represented by a proxy at the meeting entitled to vote on the election of directors.

SECTION 10. PROXIES. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting (including by means of remote communications, if any, by which stockholders may be deemed to be present in person and vote at such meeting) may authorize another person or persons to act for him by proxy (executed or transmitted in a manner permitted by the Delaware General Corporation Law), but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may remain irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the Corporation generally.

SECTION 11. RATIFICATION OF ACTS OF DIRECTORS AND OFFICERS. Except as otherwise provided by law or by the Certificate of Incorporation of the Corporation, any transaction or contract or act of the Corporation or of the directors or the officers of the Corporation may be ratified by the affirmative vote of the holders of the number of shares which would have been necessary to approve such transaction, contract or act at a meeting of stockholders, or by the written consent of stockholders in lieu of a meeting.

SECTION 12. CONDUCT OF MEETINGS.

(a) Chairman of Meeting. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in the Chairman's absence by the Vice Chairman of the Board, if any, or in the Vice Chairman's absence by the Chief Executive Officer, or in the Chief Executive Officer's absence, by the President, or in the President's absence by a Vice President, or in the absence of all of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen by vote of the stockholders at the meeting. The Secretary shall act as secretary of the meeting, but in the Secretary's absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

(b) Rules, Regulations and Procedures. The Board of Directors may adopt by resolution such rules, regulations and procedures for the conduct of any meeting of stockholders of the Corporation as it shall deem appropriate including, without limitation, such guidelines and procedures as it may deem appropriate regarding the participation by means of remote communication of stockholders and proxyholders not physically present at a meeting. Except to the extent inconsistent with such rules, regulations and procedures as adopted by the Board of Directors, the chairman of any meeting of stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting and to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as shall be determined; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

SECTION 13. ACTION WITHOUT MEETING.

(a) Any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be delivered to the Corporation signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

(b) Prompt notice of the taking of the corporate action without a meeting by less than unanimous consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation.

(c) A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxy holder, or by a person or persons authorized to act for a stockholder or proxy holder, shall be deemed to be written and signed for the purposes of this section, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the Corporation can determine (i) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxy holder or by a person or persons authorized to act for the stockholder or proxy holder and (ii) the date on which such stockholder or proxy holder or authorized person or persons transmitted such telegram, cablegram or electronic transmission. No consent given by telegram, cablegram or other electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business or to an officer or agent of the Corporation having custody of the book in which the proceedings of meetings of stockholders are recorded. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

ARTICLE III. DIRECTORS

SECTION 1. GENERAL POWERS. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, who may exercise all of the powers of the Corporation except as otherwise provided by law or the Certificate of Incorporation.

SECTION 2. NUMBER AND TENURE OF DIRECTORS. The number of directors of the Corporation shall be determined from time to time by the stockholders or the Board of Directors in a resolution adopted by the Board of Directors. Each director shall hold office until the next annual meeting of stockholders and until such director's successor is elected and qualified or until such director's earlier death, resignation or removal.

SECTION 3. ELECTION OF DIRECTORS. Except as otherwise provided in these Bylaws, directors shall be elected at the annual meeting of stockholders by such stockholders as have the right to vote on such election. Directors need not be residents of the State of Delaware. Directors need not be stockholders of the Corporation. Elections of directors need not be by written ballot.

SECTION 4. CHAIRMAN OF THE BOARD; VICE CHAIRMAN OF THE BOARD. The Board of Directors may appoint from its members a Chairman of the Board and a Vice Chairman of the Board, neither of whom need be an employee or officer of the Corporation. If the Board of Directors appoints a Chairman of the Board, such Chairman shall perform such duties and possess such powers as are assigned by the Board of Directors. If the Board of Directors appoints a Vice Chairman of the Board, such Vice Chairman shall perform such duties and possess such powers as are assigned by the Board of Directors. Unless otherwise provided by the Board of Directors, the Chairman of the Board or, in the Chairman's absence, the Vice Chairman of the Board, if any, shall preside at all meetings of the Board of Directors.

SECTION 5. QUORUM. The greater of (a) a majority of the directors at any time in office and (b) one-third of the number of directors fixed pursuant to Section 2 of Article III of these Bylaws shall constitute a quorum of the Board of Directors. If less than a quorum are present at a meeting of the Board of Directors, a majority of the directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until such quorum shall be present.

SECTION 6. VOTING. The vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the Delaware General Corporation Law or the Certificate of Incorporation requires a vote of a greater number.

SECTION 7. VACANCIES. Any vacancy or newly-created directorship on the Board of Directors, however occurring, may be filled by vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director. A director elected to fill a vacancy shall be elected for the unexpired term of such director's predecessor in office, and a director chosen to fill a position resulting from a newly-created directorship shall hold office until the next annual meeting of stockholders and until a successor is elected and qualified, or until such director's earlier death, resignation or removal.

SECTION 8. REMOVAL OF DIRECTORS. Except as otherwise provided by the General Corporation Law of the State of Delaware, a director, or the entire Board of Directors, may be removed, with or without cause, by the holders of a majority in voting power of the outstanding shares of stock then entitled to vote at an election of directors.

SECTION 9. RESIGNATION. Any director may resign by delivering a resignation in writing or by electronic transmission to the Corporation at its principal office or to the Chairman of the Board, the Chief Executive Officer, the President or the Secretary. Such resignation shall be effective upon delivery unless it is specified to be effective at some later time or upon the happening of some later event.

SECTION 10. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held without notice at such date, time, place and manner as shall be determined from time to time by the Board of Directors; provided that any director who is absent when such a determination is made shall be given notice of the determination. A regular meeting of the Board of Directors may be held without notice immediately after and at the same place as the annual meeting of stockholders.

SECTION 11. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board, the Chief Executive Officer, the President, two or more directors or by one director in the event that there is only a single director in office. The person or persons authorized to call special meetings of the Board of Directors may fix any time, date or place, either within or without the State of Delaware, for holding any special meeting of the Board of Directors called by them.

SECTION 12. NOTICE OF SPECIAL MEETINGS OF THE BOARD OF DIRECTORS. Notice of the date, place, if any, and time of any special meeting of the Board of Directors shall be given to each director by the Secretary or by the officer or one of the directors calling the

meeting. Notice shall be duly given to each director (a) in person, by telephone, fax or by electronic transmission at least 24 hours in advance of the meeting, (b) by sending written notice by reputable overnight courier or delivering written notice by hand, to such director's last known business, home or facsimile address at least 48 hours in advance of the meeting, or (c) by sending written notice by first-class mail to such director's last known business or home address at least 72 hours in advance of the meeting. A notice or waiver of notice of a meeting of the Board of Directors need not specify the purposes of the meeting.

SECTION 13. WRITTEN ACTION BY DIRECTORS. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmissions are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

SECTION 14. PARTICIPATION BY CONFERENCE TELEPHONE. Members of the Board of Directors, or any committee designated by such board, may participate in a meeting of the Board of Directors, or committee thereof, by means of conference telephone other communications equipment as long as all persons participating in the meeting can speak with and hear each other, and participation by a director pursuant to this section shall constitute presence in person at such meeting.

SECTION 15. COMMITTEES. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation with such lawfully delegable powers and duties as the Board of Directors thereby confers, to serve at the pleasure of the Board of Directors. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member at any meeting of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors and to the extent permitted by law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it, but no such committee shall have the power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by law to be submitted to stockholders for approval or (ii) adopting, amending or repealing any bylaw of the Corporation. Each such committee shall keep minutes and make such reports as the Board of Directors may from time to time request. Except as the Board of Directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these Bylaws for the Board of Directors. Except as otherwise provided in the Certificate of Incorporation, these Bylaws, or the resolution of the Board of Directors designating the committee, a committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee.

SECTION 16. COMPENSATION OF DIRECTORS. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

ARTICLE IV. OFFICERS

SECTION 1. GENERAL PROVISIONS. The officers of the Corporation shall consist of a Chief Executive Officer, a President, a Secretary, a Treasurer and such other officers with such other titles as the Board of Directors shall determine, including one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries. The Board of Directors may appoint such other officers as it may deem appropriate. No officer need be a stockholder. Any two or more offices may be held by the same person. The officers elected by the Board of Directors shall have such duties as are hereafter described and such additional duties as the Board of Directors may from time to time prescribe.

SECTION 2. ELECTION AND TERM OF OFFICE. The Chief Executive Officer, President, Treasurer and Secretary shall be elected annually by the Board of Directors at the regular meeting of the Board of Directors held after each annual meeting of the stockholders. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as may be convenient. Other officers may be appointed at any time by the Board of Directors. Except as otherwise provided by law, by the Certificate of Incorporation or by these Bylaws, each officer shall hold office until his successor has been duly elected and qualified, unless a different term is specified in the resolution electing or appointing such officer, or until his earlier death, resignation or removal. Election or appointment of an officer or agent shall not of itself create contract rights.

SECTION 3. RESIGNATION AND REMOVAL OF OFFICERS. Any officer may resign by delivering a written resignation to the Corporation at its principal office or to the Chief Executive Officer, the President or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time or upon the happening of some later event. Any officer may be removed at any time, with or without cause, by vote of a majority of the directors then in office. Except as the Board of Directors may otherwise determine, no officer who resigns or is removed shall have any right to any compensation as an officer for any period following such officer's resignation or removal, or any right to damages on account of such removal, whether such officer's compensation be by the month or by the year or otherwise, unless such compensation is expressly provided for in a duly authorized written agreement with the Corporation.

SECTION 4. VACANCIES. The Board of Directors may fill any vacancy occurring in any office for any reason and may, in its discretion, leave unfilled for such period as it may determine any offices other than those of Chief Executive Officer, President, Treasurer and Secretary. Each such successor shall hold office for the unexpired term of such officer's predecessor and until a successor is elected and qualified, or until such officer's earlier death, resignation or removal.

SECTION 5. THE CHIEF EXECUTIVE OFFICER. Unless the Board of Directors has designated another person as the Corporation's Chief Executive Officer, the President shall be the Chief Executive Officer of the Corporation. The Chief Executive Officer shall have general charge and supervision of the business and affairs of the Corporation subject to the direction of the Board of Directors, and shall perform all duties and have all powers that are commonly incident to the office of chief executive or that are delegated to such officer by the Board of Directors. The Chief Executive Officer shall see that orders and resolutions of the Board of Directors are carried into effect. The Chief Executive Officer may sign bonds, mortgages, certificates for shares and all other contracts and documents whether or not under the seal of the Corporation except in cases where the signing and execution thereof shall be expressly delegated by law, by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation. The Chief Executive Officer shall have general powers of supervision and shall be the final arbiter of all differences between officers of the Corporation and his decision as to any matter affecting the Corporation shall be final and binding as between the officers of the Corporation subject only to the Board of Directors.

SECTION 6. THE PRESIDENT. In the absence of the Chief Executive Officer or in the event of his inability or refusal to act, the President shall perform the duties of the Chief Executive Officer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer. At all other times the President shall have the active management of the business of the Corporation under the general supervision of the Chief Executive Officer or the Board of Directors. The President shall have concurrent power with the Chief Executive Officer to sign bonds, mortgages, certificates for shares and other contracts and documents, whether or not under the seal of the Corporation except in cases where the signing and execution thereof shall be expressly delegated by law, by the Board of Directors, or by these Bylaws to some other officer or agent of the Corporation. In general, the President shall perform all duties incident to the office of president and such other duties as the Chief Executive Officer (if the President is not the Chief Executive Officer) or the Board of Directors may from time to time prescribe.

SECTION 7. THE VICE PRESIDENT. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Executive Vice President and then the other Vice President or Vice Presidents in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents shall perform such other duties and have such other powers as the Chief Executive Officer or the Board of Directors may from time to time prescribe.

SECTION 8. THE SECRETARY. The Secretary shall perform such duties and shall have such powers as the Board of Directors or the Chief Executive Officer may from time to time prescribe. The Secretary shall perform such duties and have such powers as are incident to the office of the secretary, including without limitation the duty and power to attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required and to maintain a stock ledger and prepare lists of stockholders and their addresses as required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the Chief Executive Officer, under whose supervision he shall be. The Secretary shall have custody of the corporate records and the corporate seal of the Corporation and the Secretary, or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature.

SECTION 9. THE ASSISTANT SECRETARY. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Chief Executive Officer, the Board of Directors or the Secretary may from time to time prescribe. In the absence of the Secretary or any Assistant Secretary at any meeting of stockholders or directors, the chairman of the meeting shall designate a temporary secretary to keep a record of the meeting.

SECTION 10. THE TREASURER. The Treasurer shall perform such duties and shall have such powers as may from time to time be assigned by the Board of Directors or the Chief Executive Officer. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of treasurer, including without limitation, the duty and power to have the custody of the corporate funds and securities and to keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, as required by the Board of Directors, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

SECTION 11. THE ASSISTANT TREASURER. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Chief Executive Officer, the Board of Directors or the Treasurer may from time to time prescribe.

SECTION 12. OTHER OFFICERS, ASSISTANT OFFICERS AND AGENTS. Officers, Assistant Officers and Agents, if any, other than those whose duties are provided for in these Bylaws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the Board of Directors.

SECTION 13. ABSENCE OF OFFICERS, DELEGATION OF AUTHORITY. In the absence of any officer of the Corporation, or for any other reason the Board of Directors may deem sufficient, the Board of Directors may from time to time delegate the powers or duties, or any of such powers or duties, of any officers or officer to any other officer or to any director.

SECTION 14. COMPENSATION. The Board of Directors shall have the authority to establish reasonable salaries, compensation or reimbursement of all officers for services to the Corporation.

ARTICLE V. CAPITAL STOCK

SECTION 1. ISSUANCE OF STOCK. Subject to the provisions of the Certificate of Incorporation and applicable law, the whole or any part of any unissued balance of the authorized capital stock of the Corporation or the whole or any part of any shares of the authorized capital stock of the Corporation held in the Corporation's treasury may be issued, sold, transferred or otherwise disposed of by vote of the Board of Directors in such manner, for such lawful consideration and on such terms as the Board of Directors may determine.

SECTION 2. CERTIFICATES OF SHARES; UNCERTIFICATED SHARES.

(a) The shares of the Corporation shall be represented by certificates, provided that the Board of Directors of the Corporation may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Every holder of stock represented by certificates shall be entitled to have a certificate, in such form as may be prescribed by law and by the Board of Directors, signed in a manner that complies with Section 158 of the Delaware General Corporation Law, representing the number of shares held by such holder registered in certificate form. Any or all the signatures on the certificate may be a facsimile or pdf.

(b) Each certificate for shares of stock which are subject to any restriction on transfer pursuant to the Certificate of Incorporation, these Bylaws, applicable securities laws or any agreement among any number of stockholders or among such holders and the Corporation shall have conspicuously noted on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restriction.

(c) If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of each certificate representing shares of such class or series of stock, provided that in lieu of the foregoing requirements there may be set forth on the face or back of each certificate representing shares of such class or series of stock a statement that the Corporation will furnish without charge to each stockholder who so requests a copy of the full text of the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

(d) Within a reasonable time after the issuance or transfer of uncertificated shares, the Corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to Sections 151, 156, 202(a) or 218(a) of the General Corporation Law of the State of Delaware or, with respect to Section 151 of the General Corporation Law of the State of Delaware, a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

SECTION 3. SIGNATURES OF FORMER OFFICER, TRANSFER AGENT OR REGISTRAR. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person or entity were such officer, transfer agent or registrar at the date of issue.

SECTION 4. TRANSFER OF SHARES. Transfers of shares of the Corporation shall be made only on the books of the Corporation, or by transfer agents designated to transfer shares of the Corporation. Subject to applicable law, shares of stock represented by certificates shall be transferred only on the books of the Corporation by the surrender to the Corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment or power of attorney properly executed, and with such proof of authority or the authenticity of signature as the Corporation or its transfer agent may reasonably require. Except as may be otherwise required by law, by the Certificate of Incorporation or by these Bylaws, the Corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect to such stock, regardless of any transfer, pledge or other disposition of such stock until the shares have been transferred on the books of the Corporation in accordance with the requirements of these Bylaws.

SECTION 5. LOST, DESTROYED OR STOLEN CERTIFICATES. Whenever a certificate representing shares of the Corporation has been lost, destroyed or stolen, the holder thereof may file in the office of the Corporation an affidavit setting forth, to the best of his knowledge and belief, the time, place, and circumstance of such loss, destruction or theft together with a statement of indemnity and posting of such bond sufficient in the opinion of the Board of Directors to indemnify the Corporation against any claim that may be made against it

on account of the alleged loss of any such certificate. Thereupon the Board may cause to be issued to such person or such person's legal representative a new certificate or a duplicate of the certificate alleged to have been lost, destroyed or stolen. In the exercise of its discretion, the Board of Directors may waive the indemnification and bond requirements provided herein.

SECTION 6. REGULATIONS. The issue, transfer, conversion and registration of shares of stock of the Corporation shall be governed by such other regulations as the Board of Directors may establish.

ARTICLE VI. INDEMNIFICATION

SECTION 1. RIGHT TO INDEMNIFICATION OF DIRECTORS AND OFFICERS. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "Indemnified Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 3 of this Article VI, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Directors.

SECTION 2. PREPAYMENT OF EXPENSES OF DIRECTORS AND OFFICERS. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article VI or otherwise.

SECTION 3. CLAIMS BY DIRECTORS AND OFFICERS. If a claim for indemnification or advancement of expenses under this Article VII is not paid in full within 30 days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

SECTION 4. INDEMNIFICATION OF EMPLOYEES AND AGENTS. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board of Directors in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board of Directors.

SECTION 5. ADVANCEMENT OF EXPENSES OF EMPLOYEES AND AGENTS. The Corporation may pay the expenses (including attorneys' fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Directors.

SECTION 6. NON-EXCLUSIVITY OF RIGHTS. The rights conferred on any person by this Article VI shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, these bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

SECTION 7. OTHER INDEMNIFICATION. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

SECTION 8. INSURANCE. The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article VII; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article VII.

SECTION 9. AMENDMENT OR REPEAL. Any repeal or modification of the foregoing provisions of this Article VII shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

**ARTICLE VII.
DIVIDENDS**

SECTION 1. DECLARATIONS OF DIVIDENDS. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation.

SECTION 2. SPECIAL PURPOSES RESERVES. The Board of Directors may set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve.

**ARTICLE VIII.
NOTICE BY ELECTRONIC TRANSMISSION**

SECTION 1. NOTICE BY ELECTRONIC TRANSMISSION. Without limiting the manner by which notice otherwise may be given effectively to stockholders pursuant to the Delaware General Corporation Law, the Certificate of Incorporation or these Bylaws, any notice to stockholders given by the Corporation under any provision of the Delaware General Corporation Law, the Certificate of Incorporation or these Bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice to the Corporation. Any such consent shall be deemed revoked if:

(a) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation in accordance with such consent; and

(b) such inability becomes known to the secretary or an assistant secretary of the Corporation or to the transfer agent, or other person responsible for the giving of notice.

However, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

Any notice given pursuant to the preceding paragraph shall be deemed given:

(c) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice;

(d) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice;

(e) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and

(f) if by any other form of electronic transmission, when directed to the stockholder.

An affidavit of the secretary or an assistant secretary or of the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be *prima facie* evidence of the facts stated therein.17

SECTION 2. DEFINITION OF ELECTRONIC TRANSMISSION. An “electronic transmission” means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

SECTION 3. INAPPLICABILITY. Notice by a form of electronic transmission shall not apply to Sections 164, 296, 311, 312 or 324 of the Delaware General Corporation Law.

ARTICLE IX. GENERAL PROVISIONS

SECTION 1. FISCAL YEAR. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

SECTION 2. SEAL. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words “Corporate Seal, Delaware” or such other form as shall be approved by the Board of Directors. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

SECTION 3. WRITTEN WAIVER OF NOTICE. A written waiver of any notice required to be given by law, the Certificate of Incorporation or by these Bylaws, signed by or electronically transmitted by the person entitled to notice, whether before, at or after the time of the event for which notice is to be given, shall be deemed equivalent to notice required to be given to such person. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of stockholders, directors or members of a committee of directors need be specified in any written waiver of notice.

SECTION 4. ATTENDANCE AS WAIVER OF NOTICE. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, and objects, to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 5. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 6. LOANS. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 7. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by one or more officers or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 8. DEPOSITS. The funds of the Corporation may be deposited or invested in such bank account, in such investments or with such other depositaries as determined by the Board of Directors.

SECTION 9. ANNUAL STATEMENT. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the Corporation.

SECTION 10. VOTING OF SECURITIES. Except as the Board of Directors may otherwise designate, the Chief Executive Officer, the President or the Treasurer may waive notice of, vote, or appoint any person or persons to vote, on behalf of the Corporation at, and act as, or appoint any person or persons to act as, proxy or attorney-in-fact for this Corporation (with or without power of substitution) at, any meeting of stockholders or securityholders of any other entity, the securities of which may be held by this Corporation.

SECTION 11. EVIDENCE OF AUTHORITY. A certificate by the Secretary, or an Assistant Secretary, or a temporary Secretary, as to any action taken by the stockholders, directors, a committee or any officer or representative of the Corporation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

SECTION 12. CERTIFICATE OF INCORPORATION. All references in these Bylaws to the Certificate of Incorporation shall be deemed to refer to the Certificate of Incorporation of the Corporation, as amended and in effect from time to time.

SECTION 13. SEVERABILITY. Any determination that any provision of these Bylaws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these Bylaws.

SECTION 14. PRONOUNS. All pronouns used in these Bylaws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

ARTICLE X. AMENDMENTS

SECTION 1. BY THE BOARD OF DIRECTORS. These Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the Board of Directors, when such power is conferred upon the Board of Directors by the Certificate of Incorporation.

SECTION 2. BY THE STOCKHOLDERS. These Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted, by the affirmative vote of the holders of a majority in voting power of the outstanding shares of the capital stock of the Corporation issued and outstanding and entitled to vote. If the power to adopt, amend or repeal Bylaws is conferred upon the Board of Directors by the Certificate of Incorporation it shall not divest or limit the power of the stockholders to adopt, amend or repeal Bylaws.

SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL INDENTURE, dated as of May 4, 2018 (this “*Second Supplemental Indenture*”), to the Indenture dated as of June 30, 2015 (the “*Indenture*”), as amended by that certain First Supplemental Indenture dated as of November 6, 2017, each between Impax Laboratories, Inc. (the “*Company*”), a Delaware corporation, and Wilmington Trust, National Association, a national banking association, as Trustee (the “*Trustee*”). Each term used herein which is defined in the Indenture has the meaning assigned to such term in the Indenture unless otherwise specifically defined herein, in which case the definition set forth herein shall govern.

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered the Indenture to provide for the issuance by the Company of a series of securities known as its 2.00% Convertible Senior Notes due 2022 (the “*Notes*”);

WHEREAS, the Company entered into a Business Combination Agreement, dated as of October 17, 2017 (the “*Business Combination Agreement*”), as amended by Amendment No. 1 dated November 21, 2017 and Amendment No. 2 dated December 16, 2017, by and among the Company, Atlas Holdings, Inc., a Delaware corporation and a wholly-owned subsidiary of the Company (“*Holdco*”), K2 Merger Sub Corporation, a Delaware corporation and a wholly-owned subsidiary of Holdco (“*Merger Sub*”) and Amneal Pharmaceuticals, LLC (“*Amneal*”), a Delaware limited liability company;

WHEREAS, pursuant to the Business Combination Agreement and subject to the terms and conditions therein, Merger Sub will merge with and into the Company, the Company will convert to Impax Laboratories, LLC, a limited liability company pursuant to the General Corporation Law of the State of Delaware and the Delaware Limited Liability Company Act, and become a wholly-owned subsidiary of Holdco (the “*Combination*”), which will be renamed Amneal Pharmaceuticals, Inc. (“*New Amneal*”);

WHEREAS, pursuant to the Business Combination Agreement and subject to the terms and conditions therein, at the effective time of the Combination, each share of the Common Stock, par value \$0.01 per share, of the Company (the “*Impax Common Stock*”) issued and outstanding immediately prior to the effective time of the Combination (other than the shares of Impax Common Stock held by the Company, Holdco, Amneal, or any direct or indirect wholly owned subsidiary of Amneal or the Company) will be converted into the right to receive one share of Class A Common Stock, par value \$0.01 per share, of New Amneal (“*New Amneal Class A Common Stock*”);

WHEREAS, Article 14.07(a) of the Indenture provides that upon the occurrence of any Merger Event, then, at and after the effective time of the transaction, the right to exchange each \$1,000 principal face amount of Notes will be changed into a right to exchange such principal face amount of Notes into, in lieu of Impax Common Stock, the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that a holder of a number of shares of Impax Common Stock equal to the Exchange Rate immediately prior to such transaction would have owned or been entitled to receive (the “*Reference Property*”) upon such transaction;

WHEREAS, in connection with the execution and delivery of this Second Supplemental Indenture, the Trustee has received an Officer’s Certificate and an Opinion of Counsel as contemplated by Sections 10.05 and 14.07(b) of the Indenture; and

WHEREAS, the Company and New Amneal have requested that the Trustee execute and deliver this Second Supplemental Indenture and have satisfied all requirements necessary to make this Second Supplemental Indenture a valid instrument in accordance with its terms.

NOW, THEREFORE, for and in consideration of the premises contained herein and intending to be legally bound, each party agrees for the benefit of each other party and for the equal and ratable benefit of the Holders, as follows:

ARTICLE I
EFFECT OF MERGER ON CONVERSION RIGHT

Section 1.1 Conversion Right. The Company and New Amneal hereby acknowledge and agree that, in accordance with Article 14.07(a) of the Indenture, at and after the effective time of the Combination, the Holder of each Note that was outstanding as of the effective time of the Combination shall have the right to convert, subject to the provisions of Article 14 of the Indenture, each \$1,000 principal face amount of such Note for the number of shares of New Amneal Class A Common Stock that a Holder of a number of shares of Impax Common Stock equal to the Conversion Rate immediately prior to the effective time of the Combination would have been entitled to receive upon the Combination. For purposes of this Second Supplemental Indenture, “Reference Property” and “unit of Reference Property,” as defined in the Indenture, means New Amneal Class A Common Stock and one share of New Amneal Class A Common Stock, respectively, and the initial Conversion Rate immediately following the Combination will be 15.7853 shares of New Amneal Class A Common Stock.

ARTICLE II
ADDITION OF NEW AMNEAL AS A PARTY TO THE INDENTURE

Section 2.1 New Amneal hereby irrevocably and unconditionally agrees to be bound by the terms of the Indenture applicable to it and to issue shares of New Amneal Class A Common Stock as necessary to satisfy the Company’s conversion obligation with respect to any Notes validly surrendered for conversion pursuant to Article 14 of the Indenture.

Section 2.2 The Company and New Amneal hereby covenant and agree that, in connection with the delivery of New Amneal Class A Common Stock upon conversion of any Notes validly surrendered for conversion pursuant to Article 14 of the Indenture, they shall take such measures to protect the interests of the Holders of the Notes as they shall reasonably consider necessary in connection with the Combination and the matters set forth in Section 1.1 of this Second Supplemental Indenture in connection therewith.

ARTICLE III
MISCELLANEOUS

Section 3.1 Conflict with Indenture.

To the extent not expressly amended or modified by this Second Supplemental Indenture, the Indenture shall remain in full force and effect. If any provision of this Second Supplemental Indenture is inconsistent with any provision of the Indenture, the provision of this Second Supplemental Indenture shall control.

Section 3.2 Effectiveness.

The provisions of this Second Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, the provisions of this Second Supplemental Indenture shall become operative only upon the payment of the Consent Payment (as defined in the Statement), with the result that the amendments to the Indenture effected by this Second Supplemental Indenture shall be deemed to be revoked retroactively to the date hereof if the payment of the Consent Payment shall not occur.

Section 3.3 Governing Law.

THIS SECOND SUPPLEMENTAL INDENTURE, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SECOND SUPPLEMENTAL INDENTURE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 3.4 Successors.

All agreements of the Company and the Trustee in the Indenture and as amended by this Second Supplemental Indenture shall bind their respective successors.

Section 3.5 Counterparts.

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 3.6 The Trustee.

The Trustee shall not be responsible in any manner for or in respect of the validity or sufficiency of this Second Supplemental Indenture or the due execution thereof by the Company. The recitals of fact contained herein shall be taken as the statements solely of the Company, and the trustee assumes no responsibility for the correctness thereof.

IN WITNESS WHEREOF , the parties to this Second Supplemental Indenture have caused it to be duly executed as of the day and year first written.

IMPAX LABORATORIES, LLC

By: /s/ Bryan M. Reasons

Name: Bryan M. Reasons

Title: Chief Financial Officer

AMNEAL PHARMACEUTICALS, INC.

By: /s/ Bryan M. Reasons

Name: Bryan M. Reasons

Title: Chief Financial Officer

**WILMINGTON TRUST, NATIONAL ASSOCIATION, as
Trustee**

By: /s/ Sarah Vilhauer

Name: Sarah Vilhauer

Title: Banking Officer

\$2,700,000,000

TERM LOAN CREDIT AGREEMENT,

dated as of May 4, 2018,

among

AMNEAL PHARMACEUTICALS LLC,
as the Borrower,

THE LENDERS PARTY HERETO,

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and Collateral Agent, and

JPMORGAN CHASE BANK, N.A.,
BANK OF AMERICA, N.A. and
RBC CAPITAL MARKETS,
as Bookrunners and Arrangers

TABLE OF CONTENTS

		<u>Page</u>
	ARTICLE I	
	Definitions	
SECTION 1.01.	Defined Terms	1
SECTION 1.02.	Terms Generally	77
SECTION 1.03.	Accounting Terms; GAAP; Fair Market Value	78
SECTION 1.04.	Effectuation of Transfers	78
SECTION 1.05.	Currencies	78
SECTION 1.06.	Required Financial Statements	78
SECTION 1.07.	Certifications	79
SECTION 1.08.	Pro Forma Calculations	79
SECTION 1.09.	LCA Election	80
	ARTICLE II	
	The Credits	
SECTION 2.01.	Term Loans and Borrowings	81
SECTION 2.02.	Request for Borrowing	82
SECTION 2.03.	Funding of Borrowings	83
SECTION 2.04.	Interest Elections	83
SECTION 2.05.	Promise to Pay; Evidence of Debt	85
SECTION 2.06.	Repayment of Term Loans	85
SECTION 2.07.	Optional Prepayment of Term Loans	86
SECTION 2.08.	Mandatory Prepayment of Term Loans	86
SECTION 2.09.	Fees	91
SECTION 2.10.	Interest	91
SECTION 2.11.	Alternate Rate of Interest	92
SECTION 2.12.	Increased Costs	93
SECTION 2.13.	Break Funding Payments	94
SECTION 2.14.	Taxes	94
SECTION 2.15.	Payments Generally; <i>Pro Rata</i> Treatment; Sharing of Set-offs	98
SECTION 2.16.	Mitigation Obligations; Replacement of Lenders	100
SECTION 2.17.	Illegality	101
SECTION 2.18.	Incremental Facilities	102
SECTION 2.19.	Refinancing Term Loans	105
SECTION 2.20.	Extensions of Term Loans	106
SECTION 2.21.	Repricing Transaction	108

ARTICLE III

Representations and Warranties

SECTION 3.01.	Organization; Powers	109
SECTION 3.02.	Authorization; No Contravention	109
SECTION 3.03.	Enforceability	110
SECTION 3.04.	Governmental Approvals	110
SECTION 3.05.	Title to Properties; Liens	110
SECTION 3.06.	Subsidiaries	111
SECTION 3.07.	Litigation; Compliance with Laws	111
SECTION 3.08.	Federal Reserve Regulations	111
SECTION 3.09.	Investment Company Act	111
SECTION 3.10.	Use of Proceeds	112
SECTION 3.11.	Tax Returns	112
SECTION 3.12.	No Material Misstatements	112
SECTION 3.13.	Environmental Matters	113
SECTION 3.14.	Security Documents	113
SECTION 3.15.	Location of Real Property and Leased Premises	114
SECTION 3.16.	Solvency	114
SECTION 3.17.	Financial Statements; No Material Adverse Effect	115
SECTION 3.18.	Insurance	115
SECTION 3.19.	USA PATRIOT Act; Anti-Corruption; Sanctions	115
SECTION 3.20.	Intellectual Property Rights; Licenses, Etc.	116
SECTION 3.21.	Employee Benefit Plans	117
SECTION 3.22.	Labor Matters	117

ARTICLE IV

Conditions of Lending

SECTION 4.01.	Conditions Precedent	117
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ARTICLE V

Affirmative Covenants

SECTION 5.01.	Existence; Businesses and Properties	120
SECTION 5.02.	Insurance	121
SECTION 5.03.	Taxes	121
SECTION 5.04.	Financial Statements, Reports, etc.	121
SECTION 5.05.	Litigation and Other Notices	125
SECTION 5.06.	Compliance with Laws	125
SECTION 5.07.	Maintaining Records; Access to Properties and Inspections	125
SECTION 5.08.	Use of Proceeds	126
SECTION 5.09.	Compliance with Environmental Laws	126
SECTION 5.10.	Further Assurances; Additional Security	126

SECTION 5.11.	Credit Ratings	128
SECTION 5.12.	Post-Closing Matters	128
ARTICLE VI		
Negative Covenants		
SECTION 6.01.	Indebtedness	129
SECTION 6.02.	Liens	134
SECTION 6.03.	[Reserved]	140
SECTION 6.04.	Investments, Loans and Advances	140
SECTION 6.05.	Fundamental Changes	145
SECTION 6.06.	Dispositions	147
SECTION 6.07.	Restricted Payments	151
SECTION 6.08.	Transactions with Affiliates	155
SECTION 6.09.	Business of the Borrower and its Subsidiaries	157
SECTION 6.10.	Burdensome Agreements	157
SECTION 6.11.	Limitation on Payments and Modifications of Certain Indebtedness; Amendments of Certain Documents	159
SECTION 6.12.	Use of Proceeds	162
ARTICLE VII		
[Reserved].		
ARTICLE VIII		
Events of Default		
SECTION 8.01.	Events of Default	162
ARTICLE IX		
The Agents		
SECTION 9.01.	Appointment	166
SECTION 9.02.	Delegation of Duties	167
SECTION 9.03.	Exculpatory Provisions	168
SECTION 9.04.	Reliance by Administrative Agent	169
SECTION 9.05.	Notice of Default	169
SECTION 9.06.	Non-Reliance on Agents and Other Lenders	169
SECTION 9.07.	Indemnification	170
SECTION 9.08.	Agent in Its Individual Capacity	170
SECTION 9.09.	Successor Agent	171
SECTION 9.10.	Arrangers	171
SECTION 9.11.	Collateral and Guaranty Matters	171
SECTION 9.12.	Certain ERISA Matters	174

ARTICLE X

Miscellaneous

SECTION 10.01.	Notices; Communications	177
SECTION 10.02.	Survival of Agreement	178
SECTION 10.03.	Binding Effect	178
SECTION 10.04.	Successors and Assigns	179
SECTION 10.05.	Expenses; Indemnity	187
SECTION 10.06.	Right of Set-off	189
SECTION 10.07.	Applicable Law	190
SECTION 10.08.	Waivers; Amendment	190
SECTION 10.09.	Interest Rate Limitation	195
SECTION 10.10.	Entire Agreement	195
SECTION 10.11.	WAIVER OF JURY TRIAL	195
SECTION 10.12.	Severability	195
SECTION 10.13.	Counterparts	196
SECTION 10.14.	Headings	196
SECTION 10.15.	Jurisdiction; Consent to Service of Process	196
SECTION 10.16.	Confidentiality	197
SECTION 10.17.	Platform; Borrower Materials	198
SECTION 10.18.	[Reserved]	199
SECTION 10.19.	USA PATRIOT Act Notice	199
SECTION 10.20.	Intercreditor Agreements	199
SECTION 10.21.	No Advisory or Fiduciary Responsibility	200
SECTION 10.22.	Private-Side Information Contacts	200
SECTION 10.23.	Acknowledgement and Consent to Bail-In of EEA Financial Institutions	201

Exhibits and Schedules

Exhibit A	Form of Assignment and Acceptance
Exhibit B	Form of Solvency Certificate
Exhibit C	Form of Borrowing Request
Exhibit D	Form of Interest Election Request
Exhibit E	Form of Non-Debt Fund Affiliate Assignment and Acceptance
Exhibit F	U.S. Tax Compliance Certificate
Exhibit G	Form of Pari Passu Intercreditor Agreement
Exhibit H	Form of Junior Lien Intercreditor Agreement
Exhibit I	Form of Note
Exhibit J	Dutch Auction Procedures
Exhibit K	Form of Escrow Agreement
Schedule 2.01	Commitments
Schedule 3.06	Subsidiaries
Schedule 3.11	Taxes
Schedule 3.13	Environmental Matters
Schedule 3.15(1)	Owned Material Real Property
Schedule 3.15(2)	Leased Material Real Property
Schedule 3.18	Insurance
Schedule 5.12	Post-Closing Matters
Schedule 6.04	Investments
Schedule 6.08	Transactions with Affiliates
Schedule 6.10	Burdensome Agreements
Schedule 10.01	Notice Information

TERM LOAN CREDIT AGREEMENT, dated as of May 4, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*Agreement*”), by and among AMNEAL PHARMACEUTICALS LLC, a Delaware limited liability company (the “*Borrower*”), the Lenders party hereto from time to time and JPMORGAN CHASE BANK, N.A. (“*JPM*”), as administrative agent (in such capacity, and as further defined in Section 1.01, the “*Administrative Agent*”), and as collateral agent (in such capacity, and as further defined in Section 1.01, the “*Collateral Agent*”).

RECITALS

- (1) Pursuant to the Business Combination Agreement, dated as of October 17, 2017 (such agreement, including all exhibits and schedules thereto, each as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Acquisition Agreement*”), by and among Impax (as defined herein), Atlas Holdings, Inc., a Delaware corporation which on the Closing Date will change its name to Amneal Pharmaceuticals, Inc. (“*Amneal Inc.*”), and the Borrower, Amneal Inc. will directly or indirectly (a) acquire (the “*Acquisition*”) all of the Capital Stock of Impax and (b) contribute (the “*Contribution*”) all of the Capital Stock of Impax to the Borrower.
- (2) In connection with the consummation of the Acquisition, (a) the Lenders have agreed to extend credit to the Borrower in the form of Term Loans on the Closing Date in an aggregate principal amount of \$2,700.0 million, (b) certain financial institutions have agreed to extend credit to the Borrower in the form of revolving loans and letters of credit under the ABL Credit Agreement (as defined herein) and (c) the proceeds of the Term Loans and any ABL Loans (as defined herein) will be applied on the Closing Date to (i) consummate the Acquisition, the Closing Date Refinancing and the other Transactions (including the Specified Tender Offer, which shall be consummated with the portion of the Term Loans deposited into the Escrow Account (as defined herein)) and (ii) pay the Transaction Costs (as defined herein).

AGREEMENT

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I

Definitions

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

“*ABL Claims*” means the “*ABL Claims*” as defined in the Closing Date Intercreditor Agreement.

“*ABL Credit Agreement*” means the Revolving Credit Agreement, dated as of the Closing Date, among the Borrower, the lenders party thereto and JPM, as administrative agent and collateral agent, as such document may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“**ABL Credit Agreement Refinancing Indebtedness**” means “*Credit Agreement Refinancing Indebtedness*” as defined in the ABL Credit Agreement.

“**ABL Extended Revolving Commitments**” means “*Extended Loans*” as defined in the ABL Credit Agreement.

“**ABL Facility**” means the “*Revolving Facility*” and any “*Incremental Facility*,” each as defined in the ABL Credit Agreement.

“**ABL Incremental Facilities**” means any “*Incremental Facility*” as defined in the ABL Credit Agreement.

“**ABL Loan Documents**” means the ABL Credit Agreement and the other “*Loan Documents*” as defined in the ABL Credit Agreement, as each such document may be amended, restated, amended and restated, supplemented or otherwise modified.

“**ABL Loans**” means any “*Loans*” as defined in the ABL Credit Agreement.

“**ABL Obligations**” means the “*Obligations*” as defined in the ABL Credit Agreement.

“**ABL Other Loans**” means “*Refinancing Term Loans*” as defined in the ABL Credit Agreement.

“**ABL Priority Collateral**” means the “*ABL Priority Collateral*” as defined in the Closing Date Intercreditor Agreement.

“**ABL Priority Collateral Asset Sale**” means any Asset Sale that consists of or includes the disposition of ABL Priority Collateral outside the ordinary course of business.

“**ABL Security Documents**” means the “*Security Documents*” as defined in the ABL Credit Agreement.

“**ABR**” means, for any day, a fluctuating rate *per annum* equal to the highest of:

- (1) the NYFRB Rate in effect on such day plus $\frac{1}{2}$ of 1%;
- (2) the Prime Rate in effect on such day;
- (3) the Adjusted LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%; *provided* that for the purpose of this definition, the Adjusted LIBO Rate for any day shall be based on the LIBO Screen Rate (or if the LIBO Screen Rate is not available for such one month Interest Period, the Interpolated Rate) at approximately 11:00 a.m. London time on such day; and
- (4) 1.00% per annum.

Any change in the ABR due to a change in the NYFRB Rate, the Prime Rate or the Adjusted LIBO Rate will be effective from and including the effective date of such change in the NYFRB Rate, the Prime Rate or the Adjusted LIBO Rate, as the case may be. If the ABR is being used as an alternate rate of interest pursuant to Section 2.11 hereof, then the ABR shall be the greater of clauses (1), (2) and (4) above and shall be determined without reference to clause (3) above. For the avoidance of doubt, if the ABR as so determined would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“**ABR Borrowing**” means a Borrowing comprised of ABR Loans.

“**ABR Loan**” means any Term Loan bearing interest at a rate determined by reference to the ABR.

“**Acquisition**” has the meaning assigned to such term in the recitals hereto.

“**Acquisition Agreement**” has the meaning assigned to such term in the recitals hereto.

“**Acquisition Documents**” means the collective reference to the Acquisition Agreement, all exhibits and schedules thereto and all agreements expressly contemplated thereby, each as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“**Additional Lender**” means the banks, financial institutions and other institutional lenders and investors (other than natural persons and any Disqualified Institution) that become Lenders in connection with an Incremental Term Loan or Refinancing Term Loan; *provided* that the Administrative Agent shall have consented (such consent not to be unreasonably withheld, conditioned or delayed) to any Additional Lender to the extent its consent would be required under Section 10.04 for an assignment of Term Loans to such Additional Lender.

“**Adjusted LIBO Rate**” means, with respect to any Eurocurrency Borrowing for any Interest Period, an interest rate *per annum* (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

“**Administrative Agent**” means JPM, in its capacity as administrative agent for itself and the Lenders hereunder, and any duly appointed successor in such capacity.

“**Administrative Agent Fees**” has the meaning assigned to such term in Section 2.09(1).

“**Administrative Questionnaire**” means a customary Administrative Questionnaire in a form supplied by the Administrative Agent.

“**Affiliate**” means, 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. No Person (other than the Borrower or any Subsidiary of the Borrower) in whom a Receivables Subsidiary makes an Investment in connection with a Qualified Receivables Financing will be deemed to be an Affiliate of the Borrower or any of its Subsidiaries solely by reason of such Investment.

“**Affiliated Lender**” means, at any time, any Lender that is an Investor or an Affiliate of an Investor at such time, excluding in any case (a) the Borrower or any of its Subsidiaries and (b) any natural person.

“**Agency Fee Letter**” means the Agency Fee Letter, dated November 6, 2017, by and among the Borrower, JPM, BANA and MLPFSI, as amended and in effect from time to time and including any joinders thereto.

“**Agents**” means the Administrative Agent and the Collateral Agent, in their respective capacities as such.

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

“**All-In Yield**” means, as to any Indebtedness or Term Loans of any Class, the yield thereof, whether in the form of interest rate, margin, OID, upfront fees, an increase due to an Adjusted LIBO Rate floor or ABR floor (with such increased amount being equated to interest margins for purposes of determining any increase to the Applicable Margin); *provided* that (1) OID will be measured with reference to the Term Loan proceeds received by the Borrower (and not with reference to any price at which Term Loans are assigned), (2) OID and upfront fees shall be equated to interest rate assuming a 4-year life to maturity (or, if less, the stated life to maturity at the time of its incurrence of the applicable Indebtedness) and (3) “All-In Yield” shall not include any arrangement fees, structuring fees, underwriting fees, commitment fees, ticking fees or any other fees similar to the foregoing in each case to the extent not paid or payable generally to all applicable lenders.

“**Amneal Holdings**” means Amneal Holdings, LLC, a Delaware limited liability company.

“**Amneal Inc.**” has the meaning assigned to such term in the recitals hereto.

“**Annual Financial Statements**” has the meaning assigned to such term in Section 5.04(1).

“**Anti-Corruption Laws**” shall mean all laws, rules, and regulations of any jurisdiction applicable to the Borrower or the Restricted Subsidiaries from time to time concerning or relating to bribery or corruption, including the United States Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010, and other similar legislation in any other jurisdictions (as any of the foregoing laws may from time to time be amended, renewed, extended, or replaced).

“ **Applicable Margin** ” means:

- (1) with respect to any Initial Term Loans made on the Closing Date, (a) as of the Closing Date, (x) for ABR Loans, 2.50% and (y) for Eurocurrency Loans, 3.50% and (b) following delivery of the Required Financial Statements for the fiscal quarter ending September 30, 2018, the percentage per annum determined in accordance with the pricing grid set forth below, based on the First Lien Net Leverage Ratio for the most recent fiscal quarter ending on the date prior to the first day of each fiscal quarter of the Borrower:

<u>First Lien Net Leverage Ratio</u>	<u>Applicable Margin For ABR Loans</u>	<u>Applicable Margin for Eurocurrency Loans</u>
Category 1: Greater than 3.00 to 1.00	2.50%	3.50%
Category 2: Less than or equal to 3.00 to 1.00	2.25%	3.25%

For purposes of the foregoing, each change in the Applicable Margin under this clause (1) resulting from a change in the First Lien Net Leverage Ratio shall be effective during the period commencing on and including the date of delivery to the Administrative Agent pursuant to Section 5.04(1) or 5.04(2) of the Required Financial Statements indicating such change and ending on the date immediately preceding the effective date of the next such change; provided that the First Lien Net Leverage Ratio shall be deemed to be in Category 1, at the option of the Administrative Agent or at the request of the Required Lenders, if the Borrower fails to deliver the Required Financial Statements required to be delivered by it pursuant to Section 5.04(1) or 5.04(2) or the certificate of a Financial Officer of the Borrower required pursuant to Section 5.04(3) during the period from the expiration of the time for delivery thereof until such Required Financial Statements and such certificate are delivered;

- (2) with respect to any Incremental Term Loans, the “Applicable Margin” set forth in the Incremental Facility Amendment establishing the terms thereof;
- (3) with respect to any Refinancing Term Loans, the “Applicable Margin” set forth in the Refinancing Amendment establishing the terms thereof; and
- (4) with respect to any Extended Term Loans, the “Applicable Margin” set forth in the Extension Amendment establishing the terms thereof.

“ **Approved Fund** ” means, with respect to any Lender any fund that is administered, advised or managed by:

- (a) such Lender;
- (b) any Affiliate of such Lender; or
- (c) any entity or an Affiliate of an entity that administers, advises or manages such Lender.

“ **Arranger** ” means each of JPM, BANA and RBC.

“**Arranger Fee Letter**” means the Amended and Restated Fee Letter, dated November 6, 2017, by and among the Borrower, JPM, BANA, MLPFSI and RBC, as amended and in effect from time to time and including any joinders thereto.

“**Asset Sale**” means any Casualty Event or any sale, transfer or other disposition (including any Sale Leaseback Transaction) to any Person of any asset or assets of the Borrower or any Restricted Subsidiary, other than any disposition of any Securitization Assets.

“**Assignee**” has the meaning assigned to such term in Section 10.04(2).

“**Assignment and Acceptance**” means 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 10.04), substantially in the form of Exhibit A or such other form that is approved by the Administrative Agent and reasonably satisfactory to the Borrower.

“**Attributable Indebtedness**” means, on any date, in respect of any Capital Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP.

“**Available Amount**” means, as of any date, an amount, not less than zero, determined on a cumulative basis, equal to the sum, without duplication, of:

- (1) the greater of (a) \$165.0 million and (b) an amount equal to the Equivalent Percentage of the amount in the preceding clause (a) multiplied by TTM Consolidated EBITDA as of the applicable date of determination; *plus*
- (2) 50% of Consolidated Net Income of the Borrower for the period (taken as one accounting period) from the first day of the fiscal quarter during which the Closing Date occurs to the end of the Borrower’s most recently ended fiscal quarter for which Required Financial Statements have been or are required to be delivered (or in the case such Consolidated Net Income is a deficit, minus 100% of such deficit); *provided* that if such amount as so determined would be less than zero, such amount shall be deemed to be zero; *plus*
- (3) the cumulative amount of cash proceeds and the fair market value of property (other than cash) received by the Borrower or any Parent Entity in connection with the sale or issuance of Equity Interests of the Borrower or any Parent Entity after the Closing Date and on or prior to such date (including upon exercise of warrants or options or in connection with a Permitted Acquisition or other Permitted Investment) which, with respect to proceeds or property received in connection with the sale or issuance of Equity Interests of a Parent Entity, have been contributed to the capital of the Borrower or exchanged for Equity Interest of the Borrower, other than the proceeds of Disqualified Stock, Excluded Contributions, Cure Amounts, or equity used to incur Contribution Indebtedness and, in each case, Not Otherwise Applied; *plus*
- (4) 100% of the aggregate amount of cash contributions to the capital of the Borrower and the fair market value of property other than cash contributed to the capital of the Borrower after the Closing Date, other than the proceeds of Disqualified Stock, Excluded Contributions, Cure Amounts, or equity used to incur Contribution Indebtedness and, in each case, Not Otherwise Applied; *plus*

-
- (5) 100% of the aggregate principal amount of any Indebtedness (including the liquidation preference or maximum fixed repurchase price, as the case may be, of any Disqualified Stock) of the Borrower or any Restricted Subsidiary issued after the Closing Date (other than Indebtedness (including Disqualified Stock) issued to the Borrower or a Restricted Subsidiary), which has been converted into or exchanged for Equity Interests (other than Disqualified Stock) of the Borrower or any Parent Entity; *plus*
 - (6) 100% of the aggregate amount of cash (and the fair market value of property other than cash) received by the Borrower or any Restricted Subsidiary after the Closing Date from (a) the sale, transfer or other disposition (other than to the Borrower or any Restricted Subsidiary) of the Equity Interests of any Unrestricted Subsidiary or Minority Investment to the extent such Investments were made in reliance on the Available Amount or (b) any dividend or other distribution (including any payment on intercompany Indebtedness) by any such Unrestricted Subsidiary or Minority Investment to the extent any such Investments were made in reliance on the Available Amount; *plus*
 - (7) in the event any Unrestricted Subsidiary or Minority Investment becomes a Restricted Subsidiary or any Unrestricted Subsidiary or Minority Investment has been merged, consolidated or amalgamated with or into, or transfers or conveys its assets to, or is liquidated into, the Borrower or any Restricted Subsidiary, the lesser of (a) the fair market value of the Investments of the Borrower and the Restricted Subsidiaries in such Unrestricted Subsidiary or Minority Investment at the time such Unrestricted Subsidiary or Minority Investment becomes a Restricted Subsidiary or at the time of such merger, consolidation, amalgamation, transfer or liquidation (or of the assets transferred or conveyed, as applicable) and (b) the fair market value of the original Investments by the Borrower and the Restricted Subsidiaries in such Unrestricted Subsidiary or Minority Investment, in each case, solely to the extent such Investments were made in reliance on the Available Amount and as determined by a Responsible Officer of the Borrower in good faith; *plus*
 - (8) the returns (including repayments of principal and payments of interest), profits, distributions, returns of capital and similar amounts received in cash or Cash Equivalents by the Borrower or any Restricted Subsidiary on Investments made by the Borrower or any Restricted Subsidiary in reliance on the Available Amount pursuant to Section 6.04(3) (including as a result of any termination or unwinding of such Investments) not in excess of the amount of such Investments; *plus*
 - (9) any mandatory prepayment declined by a Lender; *minus*
 - (10) the use of such Available Amount since the Closing Date.

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

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

“ **BANA** ” means Bank of America, N.A.

“ **Below Threshold Asset Sale Proceeds** ” means the cash proceeds of Asset Sales involving aggregate consideration of \$25.0 million or less.

“ **Beneficial Owner** ” has the meaning given to that term in Rule 13d-3 and Rule 13d-5 under the Exchange Act. The terms “ **Beneficially Owns** ” and “ **Beneficially Owned** ” have a corresponding meaning.

“ **Big Boy Letter** ” means (1) a letter from a Lender acknowledging that:

- (a) an Affiliated Lender may have information regarding the Borrower and its Subsidiaries, their ability to perform the Obligations or any other material information that has not previously been disclosed to the Administrative Agent and the Lenders (which may include MNPI) (“ **Excluded Information** ”),
 - (b) the Excluded Information may not be available to such Lender,
 - (c) such Lender has independently and without reliance on any other party made its own analysis and determined to assign Term Loans to or buy Term Loans from, as the case may be, an Affiliated Lender pursuant to Section 10.04 notwithstanding its lack of knowledge of the Excluded Information and
 - (d) such Lender waives and releases any claims it may have against the Administrative Agent, such Affiliated Lender, the Borrower, its Subsidiaries and their respective Affiliates with respect to the nondisclosure of the Excluded Information; or
- (2) a letter otherwise in form and substance reasonably satisfactory to such Affiliated Lender and assigning Lender.

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

“ **Board of Directors** ” means, as to any Person, the board of directors, board of managers or other governing body of such Person, or if such Person is owned or managed by a single entity, the board of directors, board of managers or other governing body of such entity, and the term “ **directors** ” means members of the Board of Directors.

“ **Borrower** ” has the meaning assigned to such term in the recitals to this Agreement.

“ **Borrower Materials** ” has the meaning assigned to such term in Section 10.17(1).

“ **Borrowing** ” means a group of Term Loans of a single Type made on a single date under a single Term Facility and, in the case of Eurocurrency Loans, as to which a single Interest Period is in effect.

“ **Borrowing Request** ” means a request by the Borrower in accordance with the terms of Section 2.02 and substantially in the form of Exhibit C.

“ **Budget** ” has the meaning assigned to such term in Section 5.04(5).

“ **Business Day** ” means any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close; *provided* that when used in connection with a Eurocurrency Loan, the term “Business Day” also excludes any day on which banks are not open for dealings in deposits in the London interbank market.

“ **Capital Expenditures** ” means, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities and including in all events all amounts expended or capitalized under Capital Leases) incurred by the Borrower and the Restricted Subsidiaries 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 consolidated statement of cash flows of the Borrower and its Restricted Subsidiaries for such period; *provided* that Capital Expenditures will not include:

- (1) expenditures to the extent they are made with (a) Equity Interests of any Parent Entity or (b) proceeds of the issuance of Equity Interests (other than Disqualified Stock) of, or a cash capital contribution to, the Borrower after the Closing Date;
- (2) expenditures with 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 its Restricted Subsidiaries;
- (3) interest capitalized during such period;
- (4) expenditures that are accounted for as capital expenditures of such Person and that actually are paid for by a third party (excluding the Borrower and any Restricted Subsidiary) and for which none of the Borrower or any Restricted 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);
- (5) the book value of any asset owned by the Borrower or any Restricted Subsidiary 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 will be included as a Capital Expenditure during the period that such expenditure is actually made;

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- (6) the purchase price of equipment purchased during such period to the extent the consideration therefor consists of any combination of (a) used or surplus equipment traded in at the time of such purchase or (b) the proceeds of a concurrent sale of used or surplus equipment, in each case, in the ordinary course of business;
 - (7) Investments in respect of any Permitted Acquisitions;
 - (8) the Acquisition; or
 - (9) the purchase of property, plant or equipment to the extent purchased with the proceeds of Asset Sales that are not applied to prepay Term Loans pursuant to Section 2.08.

“ **Capital Lease Obligations** ” means, with respect to any Person, at the time any determination thereof is to be made, the obligations of such Person to pay rent or other amounts under any lease of (or other similar arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP (excluding the footnotes thereto) and, for purposes hereof, the amount of such obligations at any time will be the capitalized amount thereof at such time determined in accordance with GAAP.

“ **Capital Leases** ” means all leases that have been or are required to be, in accordance with GAAP as in effect on the Closing Date, recorded as capitalized leases; *provided* that for all purposes hereunder the amount of obligations under any Capital Lease shall be the amount thereof accounted for as a liability in accordance with GAAP as in effect on the Closing Date.

“ **Capital Stock** ” means:

- (1) in the case of a corporation, corporate stock;
- (2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;
- (3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and
- (4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

“ **Captive Insurance Subsidiary** ” means any Subsidiary that is subject to regulation as an insurance company (or any Subsidiary thereof).

“ *Cash Equivalents* ” means:

- (1) Dollars, Canadian dollars, Japanese yen, pounds sterling, euros or the national currency of any participating member of the European Union or, in the case of any Non-U.S. Subsidiary, any local currencies held by it from time to time in the ordinary course of business and not for speculation;
- (2) direct obligations of the United States of America, the United Kingdom or any member of the European Union or any agency thereof or obligations guaranteed by the United States of America, the United Kingdom or any member of the European Union or any agency thereof, in each case, with maturities not exceeding two years;
- (3) time deposits, eurodollar time deposits, certificates of deposit and money market deposits, in each case, with maturities not exceeding one year from the date of acquisition thereof, demand deposits, bankers’ acceptances with maturities not exceeding one year and overnight bank deposits, in each case, with any commercial bank having capital, surplus and undivided profits of not less than \$250.0 million (or the foreign currency equivalent thereof);
- (4) repurchase obligations for underlying securities of the types described in clauses (2) and (3) above and clause (6) below entered into with a bank meeting the qualifications described in clause (3) above;
- (5) commercial paper or variable or fixed rate notes maturing not more than one year after the date of acquisition issued by a corporation rated at least “P-1” by Moody’s or “A-1” by S&P (or reasonably equivalent ratings of another internationally recognized rating agency);
- (6) securities with maturities of two years or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States of America, or by any political subdivision or taxing authority thereof, having one of the two highest rating categories obtainable from either Moody’s or S&P (or reasonably equivalent ratings of another internationally recognized rating agency);
- (7) Indebtedness issued by Persons with a rating of at least “A 2” by Moody’s or “A” by S&P (or reasonably equivalent ratings of another internationally recognized rating agency), in each case, with maturities not exceeding one year from the date of acquisition, and marketable short-term money market and similar securities having a rating of at least “P-2” or “A-2” from either Moody’s or S&P (or reasonably equivalent ratings of another internationally recognized rating agency);
- (8) Investments in money market funds with average maturities of 12 months or less from the date of acquisition that are rated “Aaa3” by Moody’s and “AAA” by S&P (or reasonably equivalent ratings of another internationally recognized rating agency);
- (9) instruments equivalent to those referred to in clauses (1) through (8) above denominated in any foreign currency comparable in credit quality and tenor to those referred to above customarily utilized in the countries where any such Restricted Subsidiary is located or in which such Investment is made;

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- (10) shares of mutual funds whose investment guidelines restrict 95% of such funds' investments to those satisfying the provisions of clauses (1) through (9) above; and
 - (11) solely with respect to any Captive Insurance Subsidiary, any investment that such Captive Insurance Subsidiary is not prohibited to make in accordance with applicable law.

“ **Casualty Event** ” means any event that gives rise to the receipt by the Borrower or any Restricted Subsidiary of any insurance proceeds or condemnation awards in respect of any equipment, fixed assets or real property (including any improvements thereon) to replace or repair such equipment, fixed assets or real property.

“ **Certain Funds Provisions** ” has the meaning given to such term in the Commitment Letter.

A “ Change in Control ” will be deemed to occur if:

- (1) at any time a “change of control” (or comparable event) occurs under the ABL Credit Agreement or the documentation governing any Permitted Refinancing Indebtedness in respect of the foregoing, in each case, if any Indebtedness is outstanding under such agreement; or
- (2) any Person or “group” (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act, but excluding any employee benefit plan of such Person and its subsidiaries and any Person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), other than the Permitted Holders, acquires, directly or indirectly, Beneficial Ownership of Equity Interests representing more than 35% of the aggregate ordinary voting power (determined on a fully diluted basis but without giving effect to contingent voting rights that have not yet vested) represented by the issued and outstanding Equity Interests of Amneal Inc. and the percentage of the aggregate ordinary voting power so held is greater than the percentage of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of Amneal Inc. Beneficially Owned, directly or indirectly, in the aggregate by the Permitted Holders, taken together (determined on a fully diluted basis but without giving effect to contingent voting rights that have not yet vested) unless, in the case of this clause (2), the Permitted Holders have the right or the ability by voting power, contract or otherwise to elect or designate for election a majority of the board of directors of Amneal Inc.; or
- (3) Amneal Inc. fails to Control the Borrower.

“ **Change in Law** ” means:

- (1) the adoption of any law, rule or regulation after the Closing Date;
- (2) any change in law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the Closing Date; or

(3) compliance by any Lender (or, for purposes of Section 2.12(2), 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, (a) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives promulgated thereunder or issued in connection therewith and (b) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities, in each case pursuant to Basel III, in each case will be deemed to be a "Change in Law," regardless of the date enacted, adopted, promulgated or issued.

"**Charges**" has the meaning assigned to such term in Section 10.09.

"**Class**" means, with respect to a Term Facility, (a) when used with respect to Lenders, the Lenders under such Term Facility, and (b) when used with respect to Term Loans or Borrowings, Term Loans or Borrowings under such Term Facility.

"**Closing Date**" means May 4, 2018.

"**Closing Date EBITDA**" means \$619,791,601.

"**Closing Date First Lien Net Leverage Ratio**" means 4.20 to 1.00.

"**Closing Date Intercreditor Agreement**" means the ABL / Term Loan Intercreditor Agreement, dated as of the Closing Date, by and among the Administrative Agent, the Collateral Agent and JPM, as administrative agent and collateral agent under the ABL Credit Agreement, and acknowledged by the Loan Parties, as amended, restated, amended and restated, supplemented or otherwise modified from time to time pursuant to the terms hereof and thereof.

"**Closing Date Refinancing**" means the repayment of the debt and termination of the commitments under the Existing Credit Facilities and release of all Liens and security interests related thereto.

"**Closing Date Total Net Leverage Ratio**" means 4.20 to 1.00.

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

"**Collateral**" means the "*Collateral*" as defined in the Collateral Agreement and also includes all other property that is subject to any Lien in favor of the Collateral Agent for the benefit of the Secured Parties pursuant to any Security Document; *provided* that, for the avoidance of doubt, the Collateral will not include any Excluded Assets.

"**Collateral Agent**" means JPM, in its capacity as Collateral Agent for itself and the other Secured Parties, and any duly appointed successor in that capacity.

"**Collateral Agreement**" means the Term Loan Guarantee and Collateral Agreement dated as of the Closing Date, among the Loan Parties party thereto and the Collateral Agent, as amended, amended and restated, supplemented or otherwise modified from time to time.

“**Commitment**” means, with respect to each Lender, the commitment of such Lender to make Term Loans as set forth on Schedule 2.01. On the Closing Date, the aggregate amount of Commitments is \$2,700.0 million.

“**Commitment Letter**” means that certain Amended and Restated Commitment Letter, dated as of November 6, 2017, by and among the Borrower, JPM, BANA, MLPFSI and RBC and including any joinders thereto.

“**Consolidated Amortization Expense**” means, with respect to any Person for any Test Period, the amortization expense of such Person and its Restricted Subsidiaries for such Test Period, including the amortization of deferred financing fees or costs for such Test Period, determined on a consolidated basis in accordance with GAAP.

“**Consolidated Cash Interest Expense**” means, with respect to any Person and its Restricted Subsidiaries (on a consolidated basis) for any Test Period, the sum of: (1) cash consolidated interest expense (less cash interest income) for such period plus (2) all cash dividend payments (excluding items eliminated in consolidation) on any series of Disqualified Stock made during such period.

“**Consolidated Debt**” means, as of any date of determination, the sum (without duplication) of the aggregate principal amount of all Indebtedness of the Borrower and its Restricted Subsidiaries outstanding on such date consisting of Indebtedness for borrowed money, unreimbursed obligations in respect of drawn letters of credit (to the extent not cash collateralized), Capital Lease Obligations, Indebtedness obligations evidenced by bonds, debentures, notes or similar instruments and obligations with respect to Disqualified Stock, determined on a consolidated basis in accordance with GAAP (but excluding the effects of the application of purchase accounting in connection with the Transactions, any Permitted Acquisition or any other investment permitted hereunder), based upon the most recent fiscal quarter for which Required Financial Statements have been or are required to have been delivered; *provided*, that Consolidated Debt will include any Convertible Indebtedness to the extent of the aggregate principal amount thereof; *provided, further*, that Consolidated Debt shall not include any Indebtedness in respect of:

- (1) any Qualified Receivables Transaction;
- (2) any letter of credit, except to the extent of unreimbursed obligations in respect of drawn letters of credit (*provided* that any unreimbursed amount under commercial letters of credit shall not be counted as Consolidated Debt until three business days after such amount is drawn (it being understood that any borrowing, whether automatic or otherwise, to fund such reimbursement shall be counted)); or
- (3) obligations under Hedge Agreements.

“ **Consolidated Depreciation Expense** ” means, with respect to any Person for any Test Period, the depreciation expense of such Person and its Restricted Subsidiaries for such Test Period, determined on a consolidated basis in accordance with GAAP.

“ **Consolidated EBITDA** ” means, with respect to any Person for any Test Period, Consolidated Net Income of such Person and its Restricted Subsidiaries for such Test Period, adjusted by:

- (1) adding thereto, in each case, only to the extent deducted (and not added back) in determining such Consolidated Net Income and without duplication:
 - (a) Consolidated Interest Expense for such Test Period;
 - (b) Consolidated Amortization Expense for such Test Period;
 - (c) Consolidated Depreciation Expense for such Test Period;
 - (d) Consolidated Tax Expense for such Test Period;
 - (e) the amount of any restructuring, severance, relocation, consolidation, integration, remediation or similar items or reserves in such Test Period (whether or not characterized as such in accordance with GAAP), including items or reserves incurred or taken in connection with (i) Permitted Acquisitions and other Permitted Investments after the Closing Date and (ii) severance and the consolidation or closing of any facilities after the Closing Date;
 - (f) the amount of costs relating to signing, retention and completion bonuses, relocation expenses, recruiting expenses, costs and expenses incurred in connection with any strategic or new initiatives, transition costs, consolidation and closing costs for facilities, business optimization expenses and new systems design and implementation costs;
 - (g) the amount of “run-rate” cost savings, operating expense reductions and synergies related to the Transactions, any Specified Transaction or any other restructuring, cost saving initiative or other initiative that are projected by such Person in good faith to result from actions taken, committed to be taken or expected to be taken no later than 24 months after the end of such Test Period (which amounts will be determined by such Person in good faith and calculated on a Pro Forma Basis as though such amounts had been realized on the first day of such Test Period), net of the amount of actual benefits realized during such Test Period from such actions; provided, that the amounts added back pursuant to this clause (g) shall not exceed 25% of Consolidated EBITDA after giving effect to this clause (g);
 - (h) any costs or expenses incurred in such Test Period pursuant to or in connection with or resulting from any management equity plan, profits interest or stock option plan or any other management or employee benefit plan or agreement or any post-employment benefit plans or agreements or any grants or sales of stock, stock appreciation or similar rights, stock options, restricted stock, preferred stock or other similar rights or any stock subscription, stockholders or partnership agreement;

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- (i) any net loss from disposed, abandoned, closed or discontinued operations;
 - (j) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not representing Consolidated EBITDA or Consolidated Net Income in any Test Period to the extent non-cash gains relating to such income were deducted in the calculation of Consolidated EBITDA pursuant to paragraph (2) below for any previous Test Period and not added back;
 - (k) any non-cash charges or expenses reducing Consolidated Net Income for such Test Period (provided that if any such non-cash item represents an accrual or reserve for potential cash items in any future Test Period, (i) such Person may determine not to add back such non-cash item in the current Test Period and (ii) to the extent such Person does decide to add back such non-cash item, the cash payment in respect thereof in such future Test Period shall be subtracted from Consolidated EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior Test Period);
 - (l) all charges, costs, expenses, accruals or reserves in connection with the rollover, acceleration or payout of Equity Interests held by officers or employees of such Person and all losses, charges and expenses related to payments made to holders of options or other derivative Equity Interests in the common equity of such Person or any direct or indirect parent thereof in connection with, or as a result of, any distribution being made to equity holders of such Person or any direct or indirect parent thereof, which payments are being made to compensate such option holders as though they were equity holders at the time of, and entitled to share in, such distribution;
 - (m) the amount of any expenses paid on behalf of any member of the board of directors or reimbursable to such member of the board of directors;
 - (n) all judgments, liabilities, obligations, damages of any kind, including liquidated damages, settlement amounts, losses, fines, costs, fees, expenses (including reasonable attorneys' fees and disbursements), penalties and interest and other charges or expenses in connection with any lawsuit or other proceeding against such Person and its Subsidiaries; provided, that the amounts added back pursuant to this clause (n) shall not exceed 15% of Consolidated EBITDA prior to giving effect to this clause (n);
 - (o) losses or discounts on any sale of receivables, Securitization Assets and related assets in connection with any Qualified Receivables Transaction;
 - (p) earn-outs and contingent consideration obligations (including to the extent accounted for as bonuses and other compensation), payments in respect of dissenting shares, and purchase price adjustments, made by such Person during such Test Period, in each case, in connection with an investment or acquisition permitted hereunder;

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- (q) the amount of any contingent payments in connection with the licensing of Intellectual Property Rights or other assets;
 - (r) any extraordinary, non-recurring or unusual costs items; and
 - (s) other adjustments consistent with Regulation S-X; and

(2) subtracting therefrom, in each case only to the extent (and in the same proportion) included or added in determining such Consolidated Net Income and without duplication:

- (a) the aggregate amount of all non-cash items increasing Consolidated Net Income (other than (i) the accrual of revenue or recording of receivables in the ordinary course of business and (ii) the reversal of any accrual of a reserve referred to in the parenthetical in clause (1)(k) of this definition (other than any such reversal that results from a cash payment subtracted from Consolidated EBITDA)) for such Test Period;
- (b) any extraordinary, non-recurring or unusual gains; and
- (c) any net income from disposed, abandoned, closed or discontinued operations.

Notwithstanding the foregoing, Consolidated EBITDA of the Borrower (i) for the fiscal quarter ended March 31, 2017, shall be deemed to be \$124,962,967, (ii) for the fiscal quarter ended June 30, 2017, shall be deemed to be \$146,611,301, (iii) for the fiscal quarter ended September 30, 2017, shall be deemed to be \$179,033,361, and (iv) for the fiscal quarter ended December 31, 2017, shall be deemed to be \$169,183,972, as such amounts may be adjusted pursuant to Pro Forma adjustments permitted by this Agreement.

“**Consolidated First Lien Net Debt**” means, as of any date, the Initial Term Loans and any other Consolidated Debt outstanding as of such date that is Pari Passu Lien Debt, *minus* all Unrestricted Cash as of such date in an aggregate amount not to exceed \$150,000,000, in each case, determined based upon the most recent fiscal quarter for which Required Financial Statements have been or are required to have been delivered; *provided* that for purposes of calculating the amount of Consolidated First Lien Net Debt with respect to any Indebtedness being incurred in reliance on compliance with any financial ratio-based incurrence test, Unrestricted Cash will not include any proceeds received from such Indebtedness. For the avoidance of doubt, Indebtedness under the ABL Credit Agreement will constitute Consolidated First Lien Net Debt.

“ **Consolidated Interest Expense** ” means, with respect to any Person for any Test Period, the total consolidated interest expense of such Person and its Restricted Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, *including* , without duplication:

- (1) imputed interest on Capital Lease Obligations and Attributable Indebtedness of such Person and its Restricted Subsidiaries for such Test Period;
- (2) commissions, discounts and other fees, charges and expenses owed by such Person and its Restricted Subsidiaries with respect to letters of credit securing financial obligations, bankers’ acceptance financing and receivables financings for such Test Period;
- (3) pay-in-kind interest payments, amortization and write-offs of deferred financing fees, debt issuance costs, debt discount, or premium, commissions and other financing fees and expenses (including expensing of any bridge, commitment or other financing fees) incurred by such Person and its Restricted Subsidiaries for such Test Period including net costs under Hedge Agreements dealing with interest rates and any commitment fees payable thereunder and all discounts, commissions, fees and other similar charges associated with any Qualified Receivables Transaction;
- (4) cash contributions to any employee stock ownership plan or similar trust made by such Person and its Restricted Subsidiaries to the extent such contributions are used by such plan or trust to pay interest or fees to any Person (other than such Person or a wholly-owned Subsidiary) in connection with Indebtedness incurred by such plan or trust for such Test Period;
- (5) all interest paid or payable with respect to discontinued operations of such Person and its Restricted Subsidiaries for such Test Period;
- (6) the interest portion of any deferred payment obligations of such Person and its Restricted Subsidiaries for such Test Period; and
- (7) all interest on any Indebtedness of such Person and its Restricted Subsidiaries that is (a) Indebtedness of others secured by any Lien on property owned or acquired by such Person or its Subsidiaries, whether or not the obligations secured thereby have been assumed, but limited to the fair market value of such property or (b) contingent obligations of such Person or its Subsidiaries in respect of Indebtedness;

provided that Consolidated Interest Expense shall be calculated after giving effect to Hedge Agreements related to interest rates (including associated costs), but excluding unrealized gains and losses with respect to such Hedge Agreements; *provided further* that when determining Consolidated Interest Expense in respect of any Test Period ending prior to the first anniversary of the Closing Date, Consolidated Interest Expense will be calculated by multiplying the aggregate Consolidated Interest Expense accrued since the Closing Date by 365 and then dividing such product by the number of days from and including the Closing Date to and including the last day of such Test Period. For purposes of this definition, interest on Capital Lease Obligations will be deemed to accrue at the interest rate reasonably determined by a Responsible Officer of the Borrower to be the rate of interest implicit in such Capital Lease Obligations in accordance with GAAP.

“ *Consolidated Net Income* ” means, with respect to any Person for any Test Period, the Net Income of such Person and its Restricted Subsidiaries determined on a consolidated basis in accordance with GAAP; *provided* that there shall be excluded from such consolidated net income (to the extent otherwise included therein), without duplication:

- (1) the Net Income for such Test Period of any Person that is not a Subsidiary, or that is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting, shall be excluded; *provided* that the Borrower’s or any Restricted Subsidiary’s equity in the Net Income of such Person shall be included in the Consolidated Net Income of the Borrower for such Test Period up to the aggregate amount of dividends or distributions or other payments in respect of such equity that are actually paid in cash (or to the extent converted into cash) by such Person to the Borrower or a Restricted Subsidiary, in each case, in such Test Period, to the extent not already included therein (subject in the case of dividends, distributions or other payments in respect of such equity made to a Restricted Subsidiary to the limitations contained in clause (2) below);
- (2) solely with respect to the calculation of Available Amount and Excess Cash Flow, (a) the Net Income of any Subsidiary of such Person during such Test Period to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary of that income is not permitted by operation of the terms of its Organizational Documents or any agreement, instrument or requirement of Law applicable to such Subsidiary during such Test Period; *provided* that Consolidated Net Income of such Person shall be increased by the amount of dividends or distributions or other payments that are actually paid to such Person or its Restricted Subsidiaries in respect of such Test Period and (b) the Net Income of any Person for the period prior to it becoming a Subsidiary;
- (3) any gain (or loss), together with any related provisions for taxes on any such gain (or the tax effect of any such loss), realized by such Person or any of its Restricted Subsidiaries during such Test Period upon any asset sale or other disposition of any Equity Interests of any Person (other than any dispositions in the ordinary course of business) by such Person or any of its Restricted Subsidiaries;
- (4) gains and losses due solely to fluctuations in currency values and the related tax effects determined in accordance with GAAP for such Test Period;
- (5) earnings (or losses), including any impairment charge, resulting from any reappraisal, revaluation or write-up (or write-down) of assets during such Test Period;
- (6) (a) unrealized gains and losses with respect to Hedge Agreements for such Test Period pursuant to the application of Accounting Standards Codification 815 (Derivatives and Hedging) and (b) any after-tax effect of income (or losses) for such Test Period that result from the early extinguishment of (i) Indebtedness, (ii) obligations under any Hedge Agreements or (iii) other derivative instruments;
- (7) any extraordinary, non-recurring or unusual gain (or extraordinary, non-recurring or unusual loss), together with any related provision for taxes on any such gain (or the tax effect of any such loss), recorded or recognized by such Person or any of its Restricted Subsidiaries during such Test Period;

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- (8) the cumulative effect of a change in accounting principles and changes as a result of the adoption or modification of accounting policies during such Test Period;
 - (9) any after-tax gains (or losses) on disposal of disposed, abandoned or discontinued operations for such Test Period;
 - (10) effects of adjustments (including the effects of such adjustments pushed down to such Person and its Restricted Subsidiaries) in the inventory, property and equipment, software, goodwill, other intangible assets, in-process research and development, deferred revenue, debt and unfavorable or favorable lease line items in such Person's consolidated financial statements pursuant to GAAP for such Test Period resulting from the application of purchase accounting in relation to the Transactions or any acquisition consummated prior to the Closing Date and any Permitted Acquisition or other investment or the amortization or write-off of any amounts thereof, net of taxes, for such Test Period;
 - (11) any non-cash compensation charge or expense (including any deferred non-cash compensation expense) for such Test Period, including any such charge or expense arising from the grants of stock appreciation or similar rights, stock options, restricted stock or other rights and any cash charges or expenses associated with the rollover, acceleration or payout of Equity Interests by, or to, management of the such Person or any of its Restricted Subsidiaries in connection with the Transactions;
 - (12) (a) Transaction Costs incurred during such Test Period (including, for the avoidance of doubt, any charges, costs or expenses pursuant to or in connection with or resulting from any Existing Notes LM Transaction or Specified Tender Offer) and (b) any fees and expenses incurred during such Test Period, or any amortization thereof for such Test Period, in connection with any acquisition (other than the Transactions), investment, disposition, issuance or repayment of Indebtedness, issuance of Equity Interests, refinancing transaction or amendment or modification of any debt or equity instrument (in each case, including any such transaction whether consummated on, after or prior to the Closing Date and any such transaction undertaken but not completed) and any charges or non-recurring costs incurred during such Test Period as a result of any such transaction;
 - (13) any expenses, charges or losses for such Test Period that are covered by indemnification or other reimbursement provisions in connection with any investment, Permitted Acquisition or any sale, conveyance, transfer or other disposition of assets permitted under this Agreement, to the extent actually reimbursed, or, so long as the Borrower has made a determination that a reasonable basis exists for indemnification or reimbursement and only to the extent that such amount is in fact indemnified or reimbursed within 365 days of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so indemnified or reimbursed within such 365 days); and

(14) to the extent covered by insurance and actually reimbursed, or, so long as the Borrower has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed within 365 days of the date of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so reimbursed within such 365 days), expenses, charges or losses for such Test Period with respect to liability or casualty events or business interruption.

“**Consolidated Tax Expense**” means, with respect to any Person for any Test Period, taxes based on gross receipts, income, profits or capital, franchise, excise or similar taxes, and foreign withholding taxes, of such Person and its Restricted Subsidiaries for such Test Period, including (1) penalties and interest related thereto and (2) tax distributions made to any direct or indirect holders of Equity Interests of such Person in respect of any such taxes.

“**Consolidated Total Assets**” means, as of any date, the total assets of the Borrower and the Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP, determined based upon the most recent month-end financial statements available internally as of the date of determination, and calculated on a Pro Forma Basis.

“**Consolidated Total Net Debt**” means, as of any date, the Consolidated Debt outstanding as of such date *minus* all Unrestricted Cash as of such date in an aggregate amount not to exceed \$150,000,000, in each case, determined based upon the most recent financial statements available internally as of the date of determination; *provided* that for purposes of calculating the Consolidated Total Net Debt with respect to any Indebtedness being incurred in reliance on compliance with any financial ratio-based incurrence test, Unrestricted Cash will not include any proceeds received from such Indebtedness.

“**continuing**” means, with respect to any Default or Event of Default, that such Default or Event of Default has not been cured or waived.

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

“**Contribution**” has the meaning assigned to such term in the recitals hereto.

“**Contribution Indebtedness**” means Indebtedness in an aggregate outstanding principal amount not to exceed an amount equal to 100% of the net cash proceeds and the fair market value of property (other than cash) received by the Borrower from Permitted Equity Issuances or as a contribution to its common equity capital, in each case, after the Closing Date and on or prior to the date of such incurrence (other than Excluded Contributions, Cure Amounts and sales of Equity Interests to the Borrower or any of its Subsidiaries) that are Not Otherwise Applied.

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

“**Convertible Indebtedness**” means (1) the Impax Convertible Notes and (2) any Indebtedness of a Loan Party (which may be Guaranteed by other Loan Parties) permitted to be incurred hereunder that is either (a) convertible into common Capital Stock of the Borrower or of any direct or indirect parent thereof (or other applicable securities or property following a merger event or other change of the common Capital Stock of the Borrower) (and cash in lieu of fractional shares) and/or cash (in an amount determined by reference to the price of such common Capital Stock or such other securities) or (b) sold as units with call options, warrants or rights to purchase (or substantially equivalent derivative transactions) that are exercisable for common Capital Stock of the Borrower or of any direct or indirect parent thereof and/or cash (in an amount determined by reference to the price of such common Capital Stock).

“**Credit Agreement Refinanced Debt**” has the meaning assigned to it in the definition of “Credit Agreement Refinancing Indebtedness.”

“**Credit Agreement Refinancing Indebtedness**” means secured or unsecured Indebtedness of the Borrower in the form of term loans or notes; provided that:

- (1) such Indebtedness is incurred or otherwise obtained (including by means of the extension or renewal of existing Indebtedness) in exchange for, or to extend, renew, replace or refinance, in whole or part, Indebtedness (“**Credit Agreement Refinanced Debt**”) that is either Term Loans or other Credit Agreement Refinancing Indebtedness;
- (2) such Indebtedness is in an original aggregate principal amount not greater than the principal amount of the Credit Agreement Refinanced Debt (*plus* (a) the amount of unpaid, accrued or capitalized interest, penalties, premiums (including tender premiums), defeasance costs and other similar amounts payable with respect thereto and (b) underwriting discounts, fees, commissions, costs, expenses and other similar amounts payable with respect to such Credit Agreement Refinancing Indebtedness);
- (3) (a) the Weighted Average Life to Maturity of such Indebtedness is equal to or longer than the remaining Weighted Average Life to Maturity of the Credit Agreement Refinanced Debt, and (b) the final maturity date of such Credit Agreement Refinancing Indebtedness may not be earlier than the Latest Maturity Date;
- (4) such Indebtedness may participate on a *pro rata* basis or on a less than *pro rata* basis (but not on a greater than *pro rata* basis) in any mandatory prepayments hereunder;
- (5) such Indebtedness will rank *pari passu* or junior in right of payment to the Credit Agreement Refinanced Debt;
- (6) such Indebtedness is not secured by any assets or property of the Borrower or any Restricted Subsidiary that does not constitute Collateral (subject to customary exceptions for cash collateral in favor of an agent, letter of credit issuer or similar “fronting” lender);
- (7) such Indebtedness is not guaranteed by any Person other than a Guarantor;
- (8) if such Indebtedness is secured:
 - (a) it shall be secured on a *pari passu* “equal and ratable” basis with, or on a junior basis to, the Liens that secure the Credit Agreement Refinancing Indebtedness;

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- (b) the security agreements relating to such Indebtedness are substantially similar to or the same as the applicable Security Documents (as determined in good faith by a Responsible Officer of the Borrower);
 - (c) if such Indebtedness is Pari Passu Lien Debt, a Debt Representative acting on behalf of the holders of such Indebtedness has become party to or is otherwise subject to the provisions of a Pari Passu Intercreditor Agreement and, if applicable, the Closing Date Intercreditor Agreement; and
 - (d) if such Indebtedness is Junior Lien Debt, a Debt Representative, acting on behalf of the holders of such Indebtedness, has become party to or is otherwise subject to the provisions of a Junior Lien Intercreditor Agreement and, if applicable, the Closing Date Intercreditor Agreement; and
- (9) the terms and conditions of such Indebtedness (a) are substantially identical to, or, taken as a whole, no more favorable to the lenders or holders providing such Indebtedness than, those applicable to such Credit Agreement Refinanced Debt (except for covenants applicable only to periods after the Latest Maturity Date of the Initial Term Loans at the time of incurrence) and (b) solely to the extent that any terms and conditions applicable to any such Credit Agreement Refinanced Debt are not substantially the same as, or are materially more restrictive on the Borrower and the Restricted Subsidiaries than, those then applicable to the Credit Agreement Refinanced Debt, shall otherwise reflect customary market terms and conditions, including with respect to high yield debt securities to the extent applicable, at the time of such incurrence of such Credit Agreement Refinancing Indebtedness (*provided* that a certificate of a Responsible Officer delivered to the Administrative Agent at least four (4) Business Days (or such shorter period as may be agreed by the Administrative Agent) prior to the incurrence of such Credit Agreement Refinancing Indebtedness, together with a reasonably detailed description of the material covenants and events of default of such Credit Agreement Refinancing Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the requirement of this clause (9) shall be conclusive evidence that such Indebtedness satisfies this clause (9) unless the Administrative Agent notifies the Borrower within such four (4) Business Day (or shorter) period that it disagrees with such determination (including a description of the basis upon which it disagrees)); *provided* that this clause (9) will not apply to (v) terms addressed in the preceding clauses (1) through (8), (w) interest rate, rate floors, fees, funding discounts and other pricing terms, (x) redemption, prepayment or other premiums, or (y) optional prepayment or redemption terms; *provided further* that the Borrower will promptly deliver to the Administrative Agent final copies of the definitive credit documentation relating to such Indebtedness (unless the Borrower is bound by a confidentiality obligation with respect thereto, in which case the Borrower will deliver a reasonably detailed description of the material terms and conditions of such Indebtedness in lieu thereof).

Credit Agreement Refinancing Indebtedness will include any Registered Equivalent Notes issued in exchange therefor.

“**Cure Amount**” means the amount of cash contributions to the capital of the Borrower made pursuant to Section 8.02 of the ABL Credit Agreement.

“**Current Assets**” means, as of any date, all assets (other than Cash Equivalents or other cash equivalents) that would, in accordance with GAAP, be classified on a consolidated balance sheet of the Borrower and the Restricted Subsidiaries as “current assets” (other than amounts related to current or deferred Taxes based on income or profits), determined based upon the most recent month-end financial statements available internally as of the date of determination, and calculated on a Pro Forma Basis.

“**Current Liabilities**” means, as of any date, all liabilities that would, in accordance with GAAP, be classified on a consolidated balance sheet of the Borrower and the Restricted Subsidiaries as “current liabilities,” other than:

- (1) the current portion of any Indebtedness;
- (2) accruals of Consolidated Interest Expense (excluding Consolidated Interest Expense that is due and unpaid);
- (3) accruals for current or deferred Taxes based on income or profits;
- (4) accruals, if any, of transaction costs resulting from the Transactions; and
- (5) accruals of any costs or expenses related to (a) severance or termination of employees prior to the Closing Date or (b) bonuses, pension and other post-retirement benefit obligations;

in each case, determined based upon the most recent month-end financial statements available internally as of the date of determination, and calculated on a Pro Forma Basis.

“**Debt Fund Affiliate**” means:

- (1) any Affiliate of a Permitted Investor (other than the Borrower or any of its Subsidiaries) that is a bona fide debt fund or investment vehicle that has the principal purpose of investing in, acquiring or trading commercial loans, bonds or similar extensions of credit in the ordinary course and that exercises investment discretion independent from the private equity business of such Permitted Investor; and
- (2) any investment fund or account of a Permitted Investor managed by third parties (including by way of a managed account, a fund or an index fund in which a Permitted Investor has invested) that is not organized or used primarily for the purpose of making equity investments,

in each case in clauses (1) and (2) above, with respect to which any Investor or Permitted Investor does not, directly or indirectly, possess the power to direct or cause the direction of the investment policies of such entity.

“ **Debt Representative** ” means, with respect to any Pari Passu Lien Debt or Junior Lien Debt, the lenders or other holders of such Indebtedness or the trustee, administrative agent, collateral agent, security agent or similar agent under the indenture or agreement pursuant to which such Indebtedness is issued, incurred or otherwise obtained, as the case may be, and each of their successors in such capacities.

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

“ **Default** ” means any event or condition which, but for the giving of notice, lapse of time or both, would constitute an Event of Default.

“ **Defaulting Lender** ” means any Lender that:

- (1) has refused (without retraction) or failed to (a) fund its portion of any Borrowing or (b) pay to any Agent or any other Lender any other amount required to be paid by it hereunder within two Business Days of the date when due;
- (2) has notified the Borrower or any Agent that it does not intend to comply with its funding obligations under any Loan Document, or has made a public statement to that effect;
- (3) has failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations under any Loan Document (*provided* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (3) upon receipt of such written confirmation by the Administrative Agent and the Borrower); or
- (4) has, or has a direct or indirect parent company that has, (i) become insolvent or the subject of a proceeding under any voluntary or involuntary case under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity, or (iii) become the subject of a Bail-In Action; *provided* that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender.

Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (1) through (4) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrower and each Lender.

“ **Designated Non-Cash Consideration** ” means the fair market value of non-cash consideration received by the Borrower or any Restricted Subsidiary in connection with an Asset Sale that is designated as Designated Non-Cash Consideration pursuant to a certificate of a Responsible Officer of the Borrower setting forth the basis of such valuation, less the amount of cash or Cash Equivalents received in connection with a subsequent sale of such Designated Non-Cash Consideration.

“ **Disinterested Director** ” means, with respect to any Person and transaction, a member of the Board of Directors of such Person who does not have any material direct or indirect financial interest in or with respect to such transaction.

“ **Disposition** ” or “ **Dispose** ” means the sale, transfer, license, lease or other disposition (excluding Liens, but including any sale or issuance of Equity Interests in a Restricted Subsidiary and any sale leaseback transactions of a Loan Party) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

“ **Disqualified Institution** ” means:

- (1) those entities identified by or on behalf of the Borrower in writing to the Administrative Agent, from time to time prior to or after the completion of general syndication, as competitors of the Borrower or its Subsidiaries or Impax or its Subsidiaries;
- (2) those banks, financial institutions, other institutional lenders and other persons identified in writing by or on behalf of the Borrower or Impax to the Arrangers from time to time prior to October 17, 2017;
- (3) those banks, financial institutions, other institutional lenders and other persons identified in writing by or on behalf of the Borrower to the Arrangers after October 17, 2017 if such designation is reasonably acceptable to the Arrangers; and
- (4) any clearly identifiable (solely on the basis of the similarity of its name or as identified in writing by or on behalf of the Borrower) Affiliate of the entities described in the preceding clauses (1), (2) and (3) (other than, with respect to this clause (4), any bona fide Debt Fund Affiliates thereof).

Notwithstanding the foregoing, each Loan Party and the Lenders acknowledge and agree that (i) the Administrative Agent will not have any responsibility or obligation to determine whether any Lender or potential Lender is a Disqualified Institution and the Administrative Agent will have no liability with respect to or arising out of any assignment or participation of Term Loans to a Disqualified Institution and (ii) any written notice of a Disqualified Institution shall be deemed not delivered and not effective unless delivered by or on behalf of the Borrower to the Administrative Agent by email to JPMDQ_Contact@jpmorgan.com and shall only become effective, as of and following, two (2) Business Days after such delivery.

“ **Disqualified Stock** ” means, 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 redeemable or exchangeable at the option of the holder thereof), or upon the happening of any event or condition:

- (1) mature or are mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale are subject to the prior Payment in Full and the termination of the Commitments);
- (2) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part;
- (3) provides for the scheduled payments of dividends in cash; or
- (4) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Stock, in each case, prior to the date that is 91 days after the earlier of:
 - (a) the Latest Maturity Date at the time of issuance; and
 - (b) the date on which the Term Loans and all other Obligations (other than Obligations in respect of Specified Hedge Agreements and contingent indemnification and reimbursement obligations that are not yet due and payable and for which no claim has been asserted) are Paid in Full and the Commitments are terminated;

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 will be deemed to be Disqualified Stock; *provided, further*, that if such Equity Interests are issued pursuant to any plan for the benefit of any future, current or former officers, directors, managers, employees, consultants or independent contractors of the Borrower, any of its Subsidiaries or any direct or indirect parent thereof, or their respective estates, heirs, family members, spouses, former spouses, successors, executors, administrators, trustees, legatees or distributees, such Equity Interests will not constitute Disqualified Stock solely because they may be required to be repurchased by the Borrower or any of its Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of any such Person’s termination, death or disability; and *provided, further*, that any class of Equity Interests of such Person that by its terms authorizes such Person to satisfy its obligations thereunder by delivery of any Equity Interests that is not Disqualified Stock will not be deemed to be Disqualified Stock. For the avoidance of doubt, any Convertible Indebtedness or any Permitted Convertible Indebtedness Call Transaction will not be deemed to be Disqualified Stock.

“ **Dollars** ” or “ **\$** ” means lawful money of the United States of America.

“ **Dutch Auction Procedures** ” means, with respect to a purchase of Term Loans in a Dutch auction, Dutch auction procedures as set forth on Exhibit J or as reasonably agreed upon by the Borrower and the Administrative Agent.

“ **EEA Financial Institution** ” means:

- (1) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority;
- (2) any entity established in an EEA Member Country which is a parent of an institution described in clause (1) of this definition; or
- (3) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (1) or (2) of this definition and is subject to consolidated supervision with its parent.

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

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

“ **Enterprise Transformative Event** ” means any merger, acquisition, Investment, dissolution, liquidation, consolidation or Disposition, in each case, by the Borrower or any Restricted Subsidiary that is either (1) not permitted by the terms of any Loan Document immediately prior to the consummation of such transaction or (2) if permitted by the terms of the Loan Documents immediately prior to the consummation of such transaction, would not provide the Borrower and its Restricted Subsidiaries with adequate flexibility under the Loan Documents for the continuation or expansion of their combined operations following such consummation, as reasonably determined by the Borrower acting in good faith.

“ **Environment** ” means 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.

“ **Environmental Laws** ” means all applicable laws (including common law), statutes, rules, regulations, codes, ordinances, orders, binding agreements and final, binding decrees or judgments, in each case, promulgated or entered into by or with any Governmental Authority, relating in any way to the Environment, preservation or reclamation of natural resources, the generation, management, Release or threatened Release of, or exposure to, any Hazardous Material or to occupational health and safety matters (to the extent relating to the environment or exposure to Hazardous Materials).

“ **Equity Interests** ” means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock, any Convertible Indebtedness and any Permitted Warrant Transaction).

“**Equivalent Percentage**” means, as of any date of determination, with respect to any Dollar amount, the percentage of TTM Consolidated EBITDA of the Borrower for the four quarters ended December 31, 2017 that such Dollar amount represents, rounded to the nearest one tenth of 1%. For purposes of calculating Equivalent Percentage, TTM Consolidated EBITDA of the Borrower for the four quarters ended December 31, 2017 will be deemed to be the Closing Date EBITDA.

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

“**ERISA Event**” means:

- (1) a Reportable Event, or the requirements of Section 4043(b) of ERISA apply, with respect to a Plan;
- (2) a withdrawal by the Borrower or any of its Subsidiaries or, to the knowledge of the Borrower, any ERISA Affiliate from a Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations by the Borrower or any of its Subsidiaries or, to the knowledge of the Borrower or the Borrower, any ERISA Affiliate that is treated as a termination under Section 4062(e) of ERISA;
- (3) a complete or partial withdrawal by the Borrower or any of its Subsidiaries or, to the knowledge of the Borrower, any ERISA Affiliate from a Multiemployer Plan, receipt of written notification by the Borrower or any of its Subsidiaries or, to the knowledge of the Borrower, any ERISA Affiliate concerning the imposition of Withdrawal Liability or written notification that a Multiemployer Plan is, or is expected to be, insolvent or endangered or in critical status within the meaning of Section 305 of ERISA;
- (4) the provision by a Plan administrator or the PBGC of notice of intent to terminate a Plan, to appoint a trustee to administer a Plan, the treatment of a Plan or Multiemployer Plan amendment as a termination under Sections 4041 or 4041A of ERISA or the commencement of proceedings by the PBGC to terminate a Plan or Multiemployer Plan;
- (5) the incurrence by the Borrower or any of its Subsidiaries or, to the knowledge of the Borrower, any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan or Multiemployer Plan, other than for the payment of plan contributions or PBGC premiums due but not delinquent under Section 4007 of ERISA;
- (6) the application for a minimum funding waiver under Section 302(c) of ERISA with respect to a Plan;

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- (7) the imposition of a lien under Section 303(k) of ERISA with respect to any Plan; and
 - (8) a determination that any Plan is in “at risk” status (within the meaning of Section 303 of ERISA).

“**Escrow Account**” has the meaning specified in the Escrow Agreement.

“**Escrow Agent**” means JPMorgan Chase Bank, N.A., together with its successors and assigns in such capacity.

“**Escrow Agreement**” means the Escrow Agreement substantially in the form of Exhibit K among the Borrower, the Administrative Agent and the Escrow Agent, as such may be amended, amended and restated supplemented, waived or otherwise modified from time to time in accordance with its terms and this Agreement.

“**Escrowed Funds**” has the meaning assigned to such term in Section 2.01(1).]

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

“**Eurocurrency Borrowing**” means a Borrowing comprised of Eurocurrency Loans.

“**Eurocurrency Loan**” means any Term Loan bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

“**Event of Default**” has the meaning assigned to such term in Section 8.01.

“**Excess Cash Flow**” means, for any Excess Cash Flow Period, an amount equal to the excess of:

- (1) the sum, without duplication of:
 - (a) the Consolidated Net Income of the Borrower for such period; *plus*
 - (b) all non-cash charges of the Borrower or any Restricted Subsidiary that were deducted in calculating such Consolidated Net Income, but excluding any such non-cash charges representing an accrual or reserve for potential cash items in any future period and excluding amortization of a prepaid cash item that was paid in a prior period; *plus*
 - (c) decreases in Working Capital of the Borrower for such period, if any, (other than any such decreases arising from acquisitions or Dispositions by the Borrower and the Restricted Subsidiaries completed during such period or the application of purchase accounting); *plus*

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- (d) an amount equal to the aggregate net non-cash loss on Dispositions by the Borrower and the Restricted Subsidiaries during such period (other than Dispositions in the ordinary course of business) to the extent deducted in arriving at such Consolidated Net Income; *plus*
 - (e) the amount deducted as tax expense in determining Consolidated Net Income to the extent in excess of cash taxes paid in such period, *plus*
 - (f) cash receipts in respect of Hedge Agreements during such period to the extent not otherwise included in such Consolidated Net Income; *over*
- (2) the sum, without duplication, of:
- (a) an amount equal to the amount of all non-cash credits included in arriving at such Consolidated Net Income (but excluding any non-cash credit to the extent representing the reversal of an accrual or reserve described in clause (1)(b) above) and cash charges excluded by virtue of clauses (1) through (14) of the definition of “Consolidated Net Income”; *plus*
 - (b) the amount of Capital Expenditures or acquisitions of Intellectual Property Rights accrued or made in cash during such period to the extent not financed with the proceeds of Funded Debt; *plus*
 - (c) the aggregate amount of all principal payments of Indebtedness of the Borrower and the Restricted Subsidiaries (including (1) the principal component of payments in respect of Capital Lease Obligations, (2) the amount of any scheduled repayment of Term Loans pursuant to Section 2.06 and (3) the amount of a mandatory prepayment of Term Loans pursuant to Section 2.08 to the extent required due to a Disposition that resulted in an increase to Consolidated Net Income and not in excess of the amount of such increase) to the extent such prepayments or repayments are not funded with the proceeds of Funded Debt or made in reliance on any basket calculated by reference to the Available Amount, excluding (i) all other prepayments of Term Loans or payments of other Indebtedness described in Section 2.08(2)(b) and (ii) any prepayment of revolving loans to the extent there is not an equivalent permanent reduction in commitments thereunder, *plus*
 - (d) an amount equal to the aggregate net non-cash gain on Dispositions by the Borrower and the Restricted Subsidiaries during such period (other than Dispositions in the ordinary course of business) to the extent included in arriving at such Consolidated Net Income and the net cash loss on Dispositions to the extent otherwise added to arrive at Consolidated Net Income; *plus*
 - (e) increases in Working Capital for such period (other than any such increases arising from acquisitions or Dispositions by the Borrower and the Restricted Subsidiaries completed during such period or the application of purchase accounting); *plus*

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- (f) cash payments by the Borrower and the Restricted Subsidiaries actually made during such period to the extent not financed with the proceeds of Funded Debt in respect of long-term liabilities of the Borrower and the Restricted Subsidiaries (other than Indebtedness) to the extent such payments are not expensed during such period or are not deducted in calculating Consolidated Net Income for such period (and so long as there has not been any reduction in respect of such payments in arriving at Consolidated Net Income for such period); *plus*
 - (g) without duplication of amounts deducted pursuant to clauses (h) and (i) below in prior periods, cash payments made by the Borrower and its Restricted Subsidiaries in respect of Permitted Investments (including Permitted Acquisitions) made during such period to the extent that such Investments were not financed with the proceeds of Funded Debt, not deducted in calculating Consolidated Net Income and not made in reliance on any basket calculated by reference to the Available Amount; *plus*
 - (h) cash payments made by the Borrower in respect of Restricted Payments actually paid (and permitted to be paid) during such period, in each case to the extent such Restricted Payments were not financed with the proceeds of Funded Debt; *plus*
 - (i) the aggregate amount of cash expenditures actually made by the Borrower and its Restricted Subsidiaries during such period to the extent not financed with the proceeds of Funded Debt (including expenditures for the payment of financing fees) to the extent that such expenditures are not expensed during such fiscal year or are not deducted in calculating Consolidated Net Income (and so long as there has not been any reduction in respect of such expenditures in arriving at Consolidated Net Income for such period); *plus*
 - (j) to the extent such were not deducted in calculating Consolidated Net Income for such period, the aggregate amount of any premium, make-whole or penalty payments actually paid in cash by the Borrower or any of the Restricted Subsidiaries during such period that are made in connection with any prepayment of any principal of Indebtedness to the extent such prepayment of principal reduced Excess Cash Flow pursuant to clause (2)(c) above or reduced the mandatory prepayment required by Section 2.08(2)(a); *plus*
 - (k) without duplication of amounts deducted from Excess Cash Flow in prior periods, the aggregate consideration required to be paid in cash by the Borrower or any of the Restricted Subsidiaries within 365 days after the end of such period pursuant to binding contracts (to the extent not financed with the proceeds of Funded Debt, the “Contract Consideration”) entered into prior to or during such period relating to Permitted Investments, cash Capital Expenditures or acquisitions of Intellectual Property Rights to be consummated; *provided* that, to the extent the aggregate amount actually utilized to finance such Permitted Investments, Capital Expenditures or acquisitions of Intellectual Property Rights during any period is less than the Contract Consideration that reduced Excess Cash Flow for the prior period, the amount of such shortfall shall be added to the calculation of Excess Cash Flow for such period; *plus*

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- (l) the amount of cash taxes paid or tax reserves set aside in such period or payable (without duplication) in such period (including, for the avoidance of doubt, distributions made pursuant to Section 4.01(b) of the LLC Agreement), to the extent they exceed the amount of tax expense deducted in calculating Consolidated Net Income for such period; *plus*
 - (m) cash expenditures actually made in cash in respect of Hedge Agreements during such period to the extent not deducted in calculating Consolidated Net Income.

“ **Excess Cash Flow Period** ” means each fiscal year of the Borrower.

“ **Exchange Act** ” means the Securities Exchange Act of 1934, as amended.

“ **Excluded Assets** ” means “ *Excluded Assets* ” as defined in the Collateral Agreement.

“ **Excluded Contributions** ” means, as of any date, the aggregate amount of the net cash proceeds and Cash Equivalents, together with the aggregate fair market value of other assets that are used or useful in a business permitted under Section 6.08, received by the Borrower after the Closing Date from:

- (1) contributions to its common equity capital; or
- (2) the sale of Capital Stock of the Borrower;

in each case, designated as Excluded Contributions pursuant to a certificate of a Responsible Officer of the Borrower on the date such contribution is made or such Capital Stock is sold, less the aggregate amount of Investments made pursuant to Section 6.04(29) and Restricted Payments made pursuant to Section 6.07(12), in each case prior to such date and Not Otherwise Applied; *provided* that the proceeds of Disqualified Stock and Cure Amounts will not be treated as Excluded Contributions.

“ **Excluded Equity Interests** ” means “ *Excluded Equity Interests* ” as defined in the Collateral Agreement.

“ **Excluded Indebtedness** ” means all Indebtedness not incurred in violation of Section 6.01 and any Credit Agreement Refinancing Indebtedness.

“ **Excluded Subsidiary** ” means any:

- (1) Immaterial Subsidiary;
- (2) Subsidiary that is not a Wholly Owned Subsidiary of the Borrower or a Subsidiary Loan Party;

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- (3) Unrestricted Subsidiary;
 - (4) Non-U.S. Subsidiary;
 - (5) direct or indirect U.S. Subsidiary of a Non-U.S. Subsidiary;
 - (6) FSHCO;
 - (7) Subsidiary that is prohibited or restricted by applicable Law or by a binding contractual obligation (including any Contractual Obligation) existing on the Closing Date or at the time of the acquisition or creation of such Subsidiary (and not incurred in contemplation of such acquisition or creation) from providing a Guarantee or if such Guarantee would require consent, approval, license or authorization of or from a Governmental Authority or a third party (other than a Loan Party or a controlled Affiliate of a Loan Party);
 - (8) special purpose securitization vehicle (or similar entity) including any Receivables Subsidiary or like special purpose entity;
 - (9) Subsidiary that is a not-for-profit organization;
 - (10) Captive Insurance Subsidiary;
 - (11) Subsidiary with respect to which, in the reasonable judgment of the Borrower in consultation with the Administrative Agent, the providing of a Guarantee would result in material adverse tax consequences as reasonably determined by the Borrower in consultation with the Administrative Agent; and
 - (12) Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent, in consultation with the Borrower, the cost or other consequences (including any adverse tax consequences) of providing a Guarantee would be excessive in view of the benefits to be obtained by the Lenders therefrom;

provided that the Borrower, in its sole discretion, may cause any Subsidiary that otherwise qualifies as an “Excluded Subsidiary” to become a “Guarantor” in accordance with the definition thereof and thereafter such Subsidiary will not constitute an “Excluded Subsidiary” unless and until the Borrower elects otherwise.

“**Excluded Taxes**” means, with respect to any Recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder:

- (1) Taxes imposed on or measured by its net income (however denominated) or franchise Taxes imposed in lieu of net income Taxes, in each case, (a) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (b) that are Other Connection Taxes;
- (2) any branch profits Tax or any similar Tax that is imposed by any jurisdiction described in clause (1) above;

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- (3) any U.S. withholding Tax (including any backup withholding Tax) that is in effect and would apply to amounts payable hereunder to or for the account of a Recipient under the law applicable at the time such Recipient becomes a party to this Agreement (or in the case of a Lender, under the law applicable at the time such Lender changes its lending office), except to the extent that the Recipient's assignor (if any), at the time of assignment (or such Lender immediately before it changed its lending office), was entitled to receive additional amounts from the Loan Party with respect to any U.S. withholding Tax pursuant to Section 2.14(1) or Section 2.14(3);
 - (4) Taxes that are attributable to such Lender's or Administrative Agent's failure to comply with Section 2.14(5) or Section 2.14(6); and
 - (5) any withholding Taxes imposed under FATCA.

“**Exclusive License**” means, with respect to any drug or pharmaceutical product, any license to develop, commercialize, sell, market and promote such drug or pharmaceutical product and which provides for exclusive rights to develop, use, commercialize, sell, market, import and promote such drug or product within the United States; *provided* that an “Exclusive License” shall not include:

- (1) any license solely to distribute any such drug or product on an exclusive basis within any particular geographic region or territory,
- (2) any licenses, which may be exclusive, solely to manufacture any such drug or product, and
- (3) any license to manufacture, use, offer for sale or sell any authorized generic version of such drug or product; and “**Exclusively License**” shall have the correlative meaning.

“**Executive Order**” has the meaning assigned to such term in Section 3.19(3)(a).

“**Existing Credit Facilities**” means:

- (1) that certain Revolving Credit Agreement, dated as of November 1, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) by, among others, the Borrower and Healthcare Financial Solutions, LLC (as successor in interest to General Electric Capital Corporation), as agent;
- (2) that certain Credit Agreement dated as of November 1, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) by, among others, the Borrower and Healthcare Financial Solutions, LLC (as successor in interest to General Electric Capital Corporation), as agent; and
- (3) those certain credit facilities of Impax and its Subsidiaries with respect to which the Acquisition Agreement requires the delivery of a payoff letter.

“ **Existing Notes LM Transactions** ” means a consent solicitation to holders of the Impax Convertible Notes, pursuant to which Impax shall solicit consents to make certain amendments to the Impax Indenture such that the Acquisition and the transaction contemplated in the Acquisition Agreement would not result in a default or event of default under the Impax Indenture in exchange for monetary consideration (including an offer (on terms to be agreed) to purchase the Impax Convertible Notes at a price equal to, if coupled with any consent fee included therein, par) and/or other changes to the Impax Indenture for the benefit of holders of Impax Convertible Notes.

“ **Extended Term Commitments** ” means the term commitments held by any Extending Term Lenders.

“ **Extended Term Loan Installment Date** ” has the meaning assigned to such term in Section 2.06(2).

“ **Extended Term Loans** ” means the Term Loans made pursuant to Extended Term Commitments.

“ **Extending Term Lenders** ” means each Lender accepting an Extension Offer.

“ **Extension** ” has the meaning assigned to such term in Section 2.20(1).

“ **Extension Amendment** ” has the meaning assigned to such term in Section 2.20(2).

“ **Extension Offer** ” has the meaning assigned to such term in Section 2.20(1).

“ **Factoring Transaction** ” means any transaction or series of transactions that may be entered into by the Borrower or any Restricted Subsidiary pursuant to which the Borrower or such Restricted Subsidiary may sell, convey, assign or otherwise transfer Securitization Assets (which may include a backup or precautionary grant of security interest in such Securitization Assets so sold, conveyed, assigned or otherwise transferred or purported to be so sold, conveyed, assigned or otherwise transferred) to any Person other than a Receivables Subsidiary.

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

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

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

“ **Fee Letters** ” means the Agency Fee Letter and the Arranger Fee Letter.

“ **Fees** ” means the Administrative Agent Fees and all other fees set forth in the Fee Letters payable to a Lender, the Administrative Agent or any Arranger, in each case, with respect to the Initial Term Loans.

“ **Financial Covenant Default** ” has the meaning assigned to such term in Section 8.01(6).

“ **Financial Officer** ” means, with respect to any Person, the chief financial officer, principal accounting officer, director of financial services, treasurer, assistant treasurer or controller of such Person or other similar officer or Person performing similar functions of such Person, designated in writing by or on behalf of the Borrower to the Administrative Agent from time to time. Any document delivered hereunder that is signed by a Financial Officer of a Loan Party will be conclusively presumed to have been authorized by all necessary corporate, limited liability company, partnership or other action on the part of such Loan Party and such Financial Officer will be conclusively presumed to have acted on behalf of such Loan Party. Unless otherwise specified, all references herein to a “Financial Officer” shall refer to a Financial Officer of the Borrower.

“ **First Lien Net Leverage Ratio** ” means, with respect to any Test Period, the ratio of (1) Consolidated First Lien Net Debt outstanding as of the last day of such Test Period to (2) Consolidated EBITDA of the Borrower for such Test Period.

“ **Foreign Lender** ” means any Lender that is organized under the laws of a jurisdiction other than the United States of America. For purposes of this definition, the United States of America, each state thereof and the District of Columbia will be deemed to constitute a single jurisdiction.

“ **FSHCO** ” means any direct or indirect U.S. Subsidiary that has no material assets other than Equity Interests (or Equity Interests and Indebtedness) in one or more Non-U.S. Subsidiaries or other FSHCOs.

“ **Funded Debt** ” means all Indebtedness of the Borrower and the Restricted Subsidiaries for borrowed money that matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the option of such Person, to a date more than one year from such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date.

“ **GAAP** ” means generally accepted accounting principles in the United States of America as in effect from time to time, including those set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as approved by a significant segment of the accounting profession (but excluding the policies, rules and regulations of the SEC applicable only to public companies).

Notwithstanding anything to the contrary above or in the definition of Capital Lease Obligations or Capital Expenditures, in the event of a change under GAAP (or the application thereof) requiring any leases to be capitalized that are not required to be capitalized as of the Closing Date, only those leases that would result or would have resulted in Capital Lease Obligations or Capital Expenditures on the Closing Date (assuming for purposes hereof that they were in existence on the Closing Date) will be considered capital leases and all calculations under this Agreement will be made in accordance therewith.

“ **General Asset Sale Basket** ” has the meaning assigned to such term in Section 6.06(10)(b).

“ **Governmental Authority** ” means any federal, state, local or foreign court or governmental agency, authority, instrumentality, regulatory or legislative body, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“ **Guarantee** ” of or by any Person (the “ **guarantor** ”) means:

- (1) any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other 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:
 - (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation (whether arising by virtue of partnership arrangements, by agreement to keep well, to purchase assets, goods, securities or services, to take or pay or otherwise) or to purchase (or to advance or supply funds for the purchase of) any security for the payment of such Indebtedness or other obligations;
 - (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof;
 - (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation;
 - (d) 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
 - (e) as an account party in respect of any letter of credit, bank guarantee or other letter of credit guaranty issued to support such Indebtedness or other obligation; or
- (2) any Lien on any assets of the guarantor securing any Indebtedness (or any existing right, contingent or otherwise, of the holder of Indebtedness to be secured by such a Lien) of any other Person, whether or not such Indebtedness or other obligation is assumed by the guarantor;

provided, that the term “Guarantee” will not include endorsements 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 under this Agreement (other than such obligations with respect to Indebtedness).

The amount of any Guarantee will be deemed to be an amount equal to the stated or determinable amount of the related primary Indebtedness obligation, or portion thereof, 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 the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“**Guarantor**” means (1) each Subsidiary Loan Party; and (2) each Parent Entity or Restricted Subsidiary that the Borrower may elect in its sole discretion, from time to time, upon written notice to the Administrative Agent, to cause to Guarantee the Obligations (including by executing a supplement to the Collateral Agreement in substantially the form attached thereto), until such date that the Borrower has informed the Administrative Agent that it elects not to have such Person Guarantee the Obligations.

“**Hazardous Materials**” means all pollutants, contaminants, wastes, chemicals, materials, substances and constituents that are defined, listed or regulated under Environmental Law as hazardous or toxic, or words of similar import, or the Release or exposure to which would reasonably be expected to give rise to liability under any Environmental Law, including explosive or radioactive substances, petroleum or petroleum byproducts or distillates, friable asbestos or friable asbestos-containing materials, polychlorinated biphenyls or radon gas.

“**Health Care Laws**” means any Laws applicable to the research, development, manufacture, distribution, marketing, storage, transportation, use and sale of products controlled by the Borrower or any of the Subsidiaries, including without limitation, the federal Anti-kickback Statute (42 U.S.C. § 1320a-7b(b)), the Anti-Inducement Law (42 U.S.C. § 1320a-7a(a)(5)), the civil False Claims Act (31 U.S.C. §§ 3729 et seq.), the administrative False Claims Law (42 U.S.C. § 1320a-7b(a)), the civil monetary penalty laws (42 U.S.C. § 1320a-7a), the federal Food, Drug & Cosmetic Act (21 U.S.C. §§ 301 et seq.), the federal Controlled Substances Act (21 U.S.C. § 801 et seq.), HIPAA, the Medicaid Drug Rebate Program (42 U.S.C. § 1396r-8), Medicare average sales price reporting (42 U.S.C. § 1395w-3a), the Public Health Service Act (42 U.S.C. § 256b), the federal TRICARE program (10 U.S.C. § 1071 et seq.), the VA Federal Supply Schedule (38 U.S.C. § 8126), and the regulations promulgated pursuant to such laws, each as amended from time to time.

“**Hedge Agreement**” means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions, in each case, not entered into for speculative purposes; *provided* that no phantom stock or similar plan providing for payments only on account of services provided by any future, current or former officers, directors, managers, employees, consultants or independent contractors of the Borrower, any of its Subsidiaries or any direct or indirect parent thereof will be a Hedge Agreement.

Notwithstanding the foregoing, agreements relating to any Permitted Convertible Indebtedness Call Transaction (and the obligations and transactions relating thereto) will not constitute a Hedge Agreement.

“**IFRS**” means International Financial Reporting Standards and applicable accounting requirements set by the International Accounting Standards Board or any successor thereto (or the Financial Accounting Standards Board, the Accounting Principles Board of the American Institute of Certified Public Accountants, or any successor to either such board, or the SEC, as the case may be), as in effect from time to time.

“**Immaterial Subsidiary**” means, as of any date, any Subsidiary that (i) did not, as of the last day of the most recent fiscal quarter for which Required Financial Statements have been delivered, have assets with a value in excess of 5.0% of the Consolidated Total Assets or revenues representing in excess of 5.0% of total revenues of the Borrower and the Restricted Subsidiaries for the period of four consecutive fiscal quarters for which Required Financial Statements have been delivered, calculated on a consolidated basis in accordance with GAAP; and (ii) taken together with all Immaterial Subsidiaries as of the last day of the most recent fiscal quarter of the Borrower for which Required Financial Statements have been delivered, did not have assets with a value in excess of 10.0% of Consolidated Total Assets or revenues representing in excess of 10.0% of total revenues of the Borrower and the Restricted Subsidiaries on a consolidated basis for such four-quarter period.

“**Impacted Interest Period**” has the meaning assigned to it in the definition of “LIBO Rate.”

“**Impax**” means (1) prior to the Impax Conversion, Impax Laboratories, Inc., a Delaware corporation, and (2) after the consummation of the Impax Conversion, Impax Laboratories, LLC, a Delaware limited liability company.

“**Impax Conversion**” means the conversion of Impax Laboratories, Inc., a Delaware corporation, into Impax Laboratories, LLC, a Delaware limited liability company.

“**Impax Convertible Notes**” means those certain 2.00% Convertible Senior Notes due 2022 in an aggregate principal amount not to exceed \$600 million, issued pursuant to the Impax Indenture.

“**Impax Indenture**” means the Indenture dated as of June 30, 2015 between Impax and Wilmington Trust, National Association (the “**Trustee**”), as amended and supplemented by the First Supplemental Indenture, dated as of November 6, 2017 between Impax and the Trustee, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“**Impax Merger**” means the merger of K2 Merger Sub Corporation, a Delaware corporation, with and into Impax, with Impax surviving such merger.

“**Impax Transactions**” means the Impax Merger and the Impax Conversion.

“**Incremental Amount**” has the meaning assigned to such term in Section 2.18(3).

“ **Incremental Equivalent Term Debt** ” means secured or unsecured Indebtedness of the Borrower in the form of term loans or notes; *provided* that:

- (1) the aggregate outstanding principal amount of such Incremental Equivalent Term Debt on any date that such Indebtedness is incurred pursuant to Section 6.01(1), will not, together with the aggregate principal amount of any Incremental Term Loans (or unfunded commitments with respect thereto) then outstanding, exceed the Incremental Amount; *provided* that:
 - (a) calculation of the Incremental Amount shall be made on Pro Forma Basis and evidenced by a certificate from a Responsible Officer of the Borrower demonstrating such calculation in reasonable detail;
 - (b) if the Borrower incurs any Incremental Equivalent Term Debt (or Indebtedness incurred under an Incremental Facility) using the Incremental Fixed Amount on the same date that it incurs Indebtedness using the Incremental Ratio Amount, the Incremental Ratio Amount will be calculated without regard to any incurrence of Indebtedness under the Incremental Fixed Amount;
 - (c) unless the Borrower elects otherwise, any Incremental Equivalent Term Debt will be deemed incurred first as Incremental Ratio Amount to the extent permitted, with any balance incurred under the Incremental Fixed Amount; and
 - (d) the Borrower may classify, and may later reclassify, any Incremental Equivalent Term Debt (or Indebtedness incurred under an Incremental Facility) as incurred as, and in reliance on, the Incremental Fixed Amount, Incremental Ratio Amount, or both, on the date of incurrence or thereafter, to the extent permitted on the date of classification (or the date of any such reclassification);
- (2) any Incremental Equivalent Term Debt, (a) that is secured on a *pari passu* basis with the Initial Term Loans shall not mature prior to the Latest Maturity Date of the Initial Term Loans at the time of incurrence thereof, or have a shorter Weighted Average Life to Maturity than the Initial Term Loans at the time of incurrence thereof (without giving effect to any amortization or prepayments of the Initial Term Loans) or (b) that is unsecured or secured on a junior lien basis to the Initial Term Loans shall not mature, or have scheduled amortization, prior to the date that is 91 days after the Latest Maturity Date of the Initial Term Loans at the time of incurrence thereof; *provided* that this clause (2) shall not apply to the incurrence of any such Indebtedness constituting a bridge facility to the incurrence of any other Indebtedness, so long as the Indebtedness into which such bridge facility is to be converted or exchanged satisfies the requirements of this clause (2) and such conversion or exchange is subject only to conditions customary for similar conversions or exchanges;
- (3) such Indebtedness is not guaranteed by any Person other than a Subsidiary Loan Party;

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- (4) if such Incremental Equivalent Term Debt is secured it shall be secured on a *pari passu* or junior lien basis to the Initial Term Loans and:
- (i) such Indebtedness is not secured by any assets or property that does not constitute Collateral (subject to customary exceptions for cash collateral in favor of an agent, letter of credit issuer or similar “fronting” lender); and
 - (ii) the security agreements relating to such assets or property are substantially similar to or the same as the applicable Collateral Documents (as determined in good faith by a Responsible Officer of the Borrower);
- (5) if such Incremental Equivalent Term Debt is secured on a *pari passu* basis with or junior lien basis to the Initial Term Loans, the holders of such Incremental Equivalent Term Debt or a Debt Representative acting on behalf of the holders of such Incremental Equivalent Term Debt has become party to or is otherwise subject to the provisions of an Intercreditor Agreement (as such Intercreditor Agreement may be amended in a manner reasonably acceptable to the Administrative Agent, such Debt Representative and the Borrower), which results in such holders or Debt Representative having rights to share in the Collateral on a *pari passu* or junior lien basis, as applicable;
- (6) if such Incremental Equivalent Term Debt is in the form of term loans and is secured on a *pari passu* basis with the Initial Term Loans, then the provisions of Section 2.18(8) shall apply as if such Incremental Equivalent Term Debt were Incremental Term Loans;
- (7) any mandatory prepayments of Incremental Equivalent Term Debt that is *Pari Passu Lien Debt* will be made on a *pro rata* basis or less than a *pro rata* basis (but not on a greater than *pro rata* basis except for prepayments with the proceeds of a refinancing and in respect of an earlier maturing tranche) with mandatory prepayments of the Initial Term Loans, and any mandatory prepayments of Incremental Equivalent Term Debt that is unsecured or that is *Junior Lien Debt* may not be made except to the extent that prepayments are made, to the extent required under the Initial Term Loans or any *Pari Passu Lien Debt*, first *pro rata* to the Initial Term Loans and any such *Pari Passu Lien Debt*; and
- (8) the terms and conditions of such Indebtedness (a) are substantially identical to, or, taken as a whole, no more favorable to the lenders or holders providing such Indebtedness than, those applicable to the Initial Term Loans (except for covenants applicable only to periods after the Latest Maturity Date of the Initial Term Loans at the time of incurrence) and (b) solely to the extent that any terms and conditions applicable to any such Indebtedness are not substantially the same as, or are materially more restrictive on the Borrower and the Restricted Subsidiaries than, those then applicable to the Initial Term Loans, shall otherwise reflect customary market terms and conditions, including with respect to high yield debt securities to the extent applicable, at the time of such incurrence of such Indebtedness, (*provided* that a certificate of a Responsible Officer delivered to the Administrative Agent at least four (4) Business Days (or such shorter period as may be agreed by the Administrative Agent) prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material covenants and events of default of such Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the requirement of this clause (8) shall be conclusive evidence that such

Indebtedness satisfies this clause (8) unless the Administrative Agent notifies the Borrower within such four (4) Business Day (or shorter) period that it disagrees with such determination (including a description of the basis upon which it disagrees)); provided that this clause (8) will not apply to (v) terms addressed in the preceding clauses (1) through (7), (w) interest rate, rate floors, fees, funding discounts and other pricing terms, (x) redemption, prepayment or other premiums, or (y) optional prepayment or redemption terms; *provided further* that the Borrower will promptly deliver to the Administrative Agent final copies of the definitive credit documentation relating to such Indebtedness (unless the Borrower is bound by a confidentiality obligation with respect thereto, in which case the Borrower will deliver a reasonably detailed description of the material terms and conditions of such Indebtedness in lieu thereof).

Incremental Equivalent Term Debt will include any Registered Equivalent Notes issued in exchange therefor.

“**Incremental Facility**” has the meaning assigned to such term in Section 2.18(1).

“**Incremental Facility Amendment**” has the meaning assigned to such term in Section 2.18(5).

“**Incremental Fixed Amount**” means, as of the date of measurement, the sum of

- (1) Closing Date EBITDA of the Borrower, *plus*
- (2) the aggregate principal amount of, without duplication, (i) any prepayments of Term Loans made pursuant to Section 2.07, (ii) prepayments of ABL Loans made pursuant to Section 2.10 of the ABL Credit Agreement (if accompanied by a corresponding reduction of commitments), (iii) any voluntary prepayments, redemptions, repurchases and other permanent reductions of other Pari Passu Lien Debt (and, to the extent constituting revolving Indebtedness, accompanied by a corresponding reduction in commitments in respect thereof) (including loan buy-backs pursuant to Dutch auctions and open market purchases, in each case permitted hereunder, in the amount of the actual purchase price paid in cash) and (iv) any voluntary prepayment of Term Loans of a Non-Consenting Lender pursuant to a transaction permitted hereunder (in the amount of the actual purchase price paid in cash), and in each case in this clause (2), to the extent not funded with the proceeds of Funded Debt and other than any prepayments of Indebtedness incurred in reliance on clause (1) above; *minus*
- (3) the aggregate principal amount of any Incremental Term Loans and Incremental Equivalent Term Debt incurred in reliance on the Incremental Fixed Amount.

“**Incremental Lenders**” has the meaning assigned to such term in Section 2.18(5).

“ **Incremental Ratio Amount** ” means an aggregate principal amount that, after giving Pro Forma effect to the incurrence thereof, in accordance with Section 1.08, would not result in:

- (1) with respect to an Incremental Facility or Incremental Equivalent Term Debt to be secured on a *pari passu* basis with the Initial Term Loans, the First Lien Net Leverage Ratio for the applicable Test Period being greater than (a) the Closing Date First Lien Net Leverage Ratio or (b) the First Lien Net Leverage Ratio immediately prior to such incurrence;
- (2) with respect to any Incremental Facility or Incremental Equivalent Term Debt to be secured on a junior basis to the Initial Term Loans, the Total Net Leverage Ratio for the applicable Test Period being greater than (a) the Closing Date Total Net Leverage Ratio or (b) the Total Net Leverage Ratio immediately prior to such incurrence; and
- (3) with respect to any Incremental Facility or Incremental Equivalent Term Debt that is unsecured, the Total Net Leverage Ratio for the applicable Test Period being greater than 6.00 to 1.00.

“ **Incremental Term Loan Installment Date** ” has the meaning assigned to such term in Section 2.06(2).

“ **Incremental Term Loans** ” has the meaning assigned to such term in Section 2.18(1).

“ **Indebtedness** ” means, with respect to any Person, without duplication:

- (1) all obligations of such Person for borrowed money;
- (2) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments;
- (3) all obligations of such Person under conditional sale or title retention agreements relating to property or assets purchased by such Person;
- (4) all obligations of such Person issued or assumed as the deferred purchase price of property or services, to the extent the same would be required to be shown as a long-term liability on a balance sheet prepared in accordance with GAAP;
- (5) all Capital Lease Obligations of such Person;
- (6) all net payments that such Person would have to make in the event of an early termination, on the date Indebtedness of such Person is being determined, in respect of outstanding Hedge Agreements;
- (7) the principal component of all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and bank guarantees;
- (8) the principal component of all obligations of such Person in respect of bankers' acceptances;

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- (9) all Guarantees by such Person of Indebtedness described in clauses (1) through (8) above; and
- (10) 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);

provided that Indebtedness will not include:

- (a) trade payables, accrued expenses (including for payroll and other liabilities) and intercompany liabilities arising in the ordinary course of business;
- (b) prepaid or deferred revenue arising in the ordinary course of business;
- (c) purchase price holdbacks arising in the ordinary course of business in respect of a portion of the purchase prices of an asset to satisfy unperformed obligations of the seller of such asset; or
- (d) earn-out obligations until such obligations become a liability on the balance sheet of such Person in accordance with GAAP.

The Indebtedness of any Person (i) will include the Indebtedness of any partnership in which such Person is a general partner, other than to the extent that the instrument or agreement evidencing such Indebtedness expressly limits the liability of such Person in respect thereof and (ii) in the case of Restricted Subsidiaries that are not Loan Parties, will exclude loans and advances made by Loan Parties having a term not exceeding 364 days (inclusive of any roll over or extensions of terms) and made in the ordinary course of business (such loans and advances, “**Short Term Advances**”). The amount of any net obligation under any Hedge Agreement on any date shall be deemed to be the Swap Termination Value thereof as of such date.

“**Indemnified Taxes**” means (1) all Taxes other than Excluded Taxes imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document; and (2) to the extent not otherwise described in clause (1), Other Taxes.

“**Indemnitee**” has the meaning assigned to such term in Section 10.05(2).

“**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.

“**Initial Term Loan Installment Date**” has the meaning assigned to such term in Section 2.06(1).

“**Initial Term Loans**” has the meaning assigned to such term in Section 2.01(1).

“**Intellectual Property Rights**” has the meaning assigned to such term in Section 3.20(1).

“**Intercreditor Agreement**” means the Closing Date Intercreditor Agreement, a Pari Passu Intercreditor Agreement or a Junior Lien Intercreditor Agreement that may be executed from time to time, as applicable.

“**Interest Election Request**” means a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.04 and substantially in the form of Exhibit D.

“**Interest Payment Date**” means (1) with respect to any Eurocurrency Loan, the last day of the Interest Period applicable to the Borrowing of which such Term Loan is a part and, in the case of a Eurocurrency Borrowing with an Interest Period of more than three months’ duration, each day that would have been an Interest Payment Date had successive Interest Periods of three months’ duration been applicable to such Borrowing; and (2) with respect to any ABR Loan, the first Business Day after the end of each fiscal quarter of the Borrower commencing with the the first Business Day after the end of the fiscal quarter of the Borrower ending on June 30, 2018.

“**Interest Period**” means, as to any Eurocurrency Borrowing, the period commencing on the date of such Borrowing or on the last day of the immediately preceding Interest Period applicable to such Borrowing, as applicable, and ending on the numerically corresponding day (or, if there is no numerically corresponding day, on the last day) in the calendar month that is one, two, three or six months thereafter (or, if agreed by all applicable Lenders, 12 months or a shorter period), as the Borrower may elect, or the date any Eurocurrency Borrowing is converted to an ABR Borrowing in accordance with Section 2.04 or repaid or prepaid in accordance with Section 2.06, 2.07 or 2.08; *provided that*:

- (1) if any Interest Period would end on a day other than a Business Day, such Interest Period will be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period will end on the next preceding Business Day;
- (2) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) will end on the last Business Day of the calendar month at the end of such Interest Period;
- (3) no Interest Period will extend beyond the applicable Maturity Date;
- (4) interest will accrue from and including the first day of an Interest Period to but excluding the last day of such Interest Period; and
- (5) the initial Interest Period, commencing on the Closing Date, will end on June 29, 2018.

“**Interpolated Rate**” means, at any time, for any Interest Period, the rate per annum (rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Administrative Agent in its reasonable discretion (which such determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the LIBO Screen Rate for the longest period for which the LIBO Screen Rate is available) that is shorter than the Impacted Interest Period; and (b) the LIBO Screen Rate for the shortest period (for which that LIBO Screen Rate is available) that exceeds the Impacted Interest Period, in each case, at such time.

“ **Investment** ” has the meaning assigned to such term in Section 6.04.

“ **Investment Grade Rating** ” means a rating equal to or higher than Baa3 (or the equivalent) by Moody’s and BBB- (or the equivalent) by S&P (or reasonably equivalent ratings of another internationally recognized rating agency).

“ **Investment Grade Securities** ” means:

- (1) securities issued or directly and fully guaranteed or insured by the U.S. government or any agency or instrumentality thereof (other than Cash Equivalents);
- (2) securities that have an Investment Grade Rating, but excluding any debt securities or instruments constituting loans or advances among the Borrower and its Restricted Subsidiaries;
- (3) corresponding instruments in countries other than the United States customarily utilized for high quality investments and in each case with maturities not exceeding two years from the date of acquisition; and
- (4) investments in any fund that invests at least 95.0% of its assets in investments of the type described in clauses (1) and (2) above which fund may also hold immaterial amounts of cash pending investment or distribution.

“ **Investors** ” means, collectively:

- (1) all direct and indirect members of Amneal Holdings as of the Closing Date after giving effect to the Transactions;
- (2) B.U. Patel, Tushar Patel, Chirag Patel, Chintu Patel and/or their respective spouses, in their individual capacities and as direct or indirect owners, beneficiaries, officers, directors, trustees or managers of any Permitted Family Entities,
- (3) all immediate and extended family members of B.U. Patel, Tushar Patel, Chirag Patel, Chintu Patel and/or their respective spouses and the respective estates, heirs, family members, spouses, former spouses, executors, administrators, trustees, legatees or distributees of any of the foregoing, in each case, who have been cleared by the Administrative Agent under its standard and customary “Know Your Customer” policies, and
- (4) any Permitted Family Entities who have been cleared by the Administrative Agent under its standard and customary “Know Your Customer” policies.

“ **Joint Venture** ” means (1) any Person which would constitute an “equity method investee” of the Borrower or any of the Restricted Subsidiaries and (2) any Person in whom the Borrower or any of the Restricted Subsidiaries beneficially owns any Equity Interest that is not a Restricted Subsidiary (other than an Unrestricted Subsidiary).

“**JPM**” has the meaning assigned to such term in the introductory paragraph hereof.

“**Junior Financing**” means any Indebtedness permitted to be incurred hereunder that is contractually subordinated in right of payment to the Obligations or secured by Liens that are contractually subordinated to the Liens securing the Obligations (excluding, for the avoidance of doubt, the ABL Loans and any Indebtedness secured on a *pari passu* basis with the Liens that secure the ABL Loans) or any Permitted Refinancing Indebtedness in respect of any of the foregoing; *provided* that any Convertible Indebtedness will not constitute Junior Financing.

“**Junior Financing Documentation**” means the definitive documentation governing any Junior Financing.

“**Junior Lien Debt**” means any Indebtedness that is secured on a junior basis to the Liens that secure the Initial Term Loans (excluding, for the avoidance of doubt, the ABL Loans and any Indebtedness secured on a *pari passu* basis with the Liens that secure the ABL Loans).

“**Junior Lien Intercreditor Agreement**” means a “junior lien” intercreditor agreement substantially in the form attached hereto as Exhibit H (as the same may be modified in a manner satisfactory to the Administrative Agent, the applicable Debt Representative and the Borrower), or another lien subordination arrangement satisfactory to the Administrative Agent, the applicable Debt Representative and the Borrower. Upon the request of the Borrower, the Administrative Agent and Collateral Agent will execute and deliver a Junior Lien Intercreditor Agreement with one or more Debt Representatives (and acknowledged by the Loan Parties) for Indebtedness permitted hereunder that is permitted to be secured on a junior basis to the Term Loans.

“**Latest Maturity Date**” means, as of any date of determination, the latest Maturity Date of the Term Facilities in effect on such date.

“**Laws**” means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities and executive orders, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

“**LCA Election**” has the meaning assigned to such term in Section 1.09.

“**LCA Test Date**” has the meaning assigned to such term in Section 1.09.

“**Lender**” means each financial institution listed on Schedule 2.01 (other than any such Person that has ceased to be a party hereto pursuant to an Assignment and Acceptance in accordance with Section 10.04), as well as any Person that becomes a Lender hereunder pursuant to Section 10.04 and any Additional Lender.

“ ***lending office*** ” means, as to any Lender, the applicable branch, office or Affiliate of such Lender designated by such Lender to make Term Loans.

“ ***Letter of Credit*** ” has the meaning assigned to such term in the ABL Credit Agreement.

“ ***LIBO Rate*** ” means, with respect to any Eurocurrency Borrowing for any Interest Period, the LIBO Screen Rate at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period; provided that if the LIBO Screen Rate shall not be available at such time for such Interest Period (an “ ***Impacted Interest Period*** ”) then the LIBO Rate shall be the Interpolated Rate.

“ ***LIBO Screen Rate*** ” means, for any day and time, with respect to any Eurocurrency Borrowing for any Interest Period, the London interbank offered rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate for Dollars for a period equal in length to such Interest Period as displayed on such day and time on pages LIBOR01 or LIBOR02 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion); *provided* that if the LIBO Screen Rate as so determined would be less than zero, such rate shall be deemed to zero for the purposes of this Agreement.

“ ***Lien*** ” means, with respect to any asset (1) any mortgage, deed of trust, lien, hypothecation, pledge, charge, security interest or similar encumbrance in or on such asset or (2) 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 will an operating lease or an agreement to sell be deemed to constitute a Lien.

“ ***Limited Condition Transaction*** ” means any transaction permitted hereunder by the Borrower or one or more Restricted Subsidiaries the consummation of which is not conditioned on the availability of, or on obtaining, third party financing

“ ***LLC Agreement*** ” means that certain Third Amended and Restated Limited Liability Company Agreement of Amneal Pharmaceuticals LLC, dated as of the Closing Date, as such agreement may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance herewith and therewith.

“ ***Loan Documents*** ” means this Agreement, the Security Documents, the Closing Date Intercreditor Agreement, any Pari Passu Intercreditor Agreement, any Junior Lien Intercreditor Agreement, the Escrow Agreement, any Note and, solely for the purposes of Sections 3.01, 3.02, and 8.01(3) hereof, the Fee Letters.

“ **Loan Parties** ” means the Borrower and the Subsidiary Loan Parties.

“ **Management Group** ” means the group consisting of the directors, executive officers and other management personnel of the Borrower and the Restricted Subsidiaries on the Closing Date or any Parent Entity, or their respective estates, heirs, family members, spouses, former spouses, executors, administrators, trustees, legatees or distributees.

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

“ **Material Adverse Effect** ” means a material adverse effect on:

- (1) the business, financial condition or results of operations, in each case, of the Borrower and the Restricted Subsidiaries (taken as a whole);
- (2) the ability of the Borrower and the Guarantors (taken as a whole) to perform their payment obligations under the Loan Documents; or
- (3) the rights and remedies of the Administrative Agent and the Lenders (taken as a whole) under the Loan Documents.

“ **Material Indebtedness** ” means Indebtedness (other than the Term Loans and any Indebtedness held exclusively by Subsidiaries) of the Borrower or any Restricted Subsidiary in an aggregate outstanding principal amount exceeding the Threshold Amount.

“ **Material Restricted Subsidiary** ” means any Material Subsidiary that is a Restricted Subsidiary.

“ **Material Subsidiary** ” means any Subsidiary other than an Immaterial Subsidiary.

“ **Maturity Date** ” means, as the context may require:

- (1) with respect to Term Loans existing on the Closing Date, May 4, 2025;
- (2) with respect to any Incremental Term Loans, the final maturity date specified therefor in the applicable Incremental Facility Amendment;
- (3) with respect to any Refinancing Term Loans, the final maturity date specified therefor in the applicable Refinancing Amendment; and
- (4) with respect to any Extended Term Loans, the final maturity date specified therefor in the applicable Extension Amendment.

“ **Maximum Rate** ” has the meaning assigned to such term in Section 10.09.

“ **Minority Investment** ” means any Person other than a Subsidiary in which the Borrower or any Restricted Subsidiary owns any Equity Interests.

“ **MLPFSI** ” means Merrill Lynch, Pierce, Fenner & Smith Incorporated.

“**MNPI**” means any material Nonpublic Information regarding the Borrower, any of its Affiliates and their respective Subsidiaries that has not been disclosed to the Lenders generally (other than Lenders who elect not to receive such information). For purposes of this definition “material Nonpublic Information” means Nonpublic Information that would reasonably be expected to be material to a decision by any Lender to assign or acquire any Term Loans or to enter into any of the transactions contemplated thereby.

“**Moody’s**” means Moody’s Investors Service, Inc.

“**Multiemployer Plan**” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which the Borrower or any Restricted 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 five plan years made or accrued an obligation to make contributions.

“**Net Cash Proceeds**” means:

- (1) the with respect to any Asset Sale, the excess, if any, of:
 - (a) the aggregate cash proceeds (using the fair market value of any Cash Equivalents) received by the Borrower or any Restricted Subsidiary in respect of any Asset Sale (including any cash received in respect of or upon the sale or other disposition of any Designated Non-Cash Consideration received in any Asset Sale and any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise, but only as and when received, and including any proceeds received as a result of unwinding any related Hedge Agreements in connection with such transaction but excluding the assumption by the acquiring Person of Indebtedness relating to the disposed assets or other consideration received in any other non-cash form), *over*
 - (b) the sum of:
 - (i) direct cash costs relating to such Asset Sale and the sale or disposition of such Designated Non-Cash Consideration (including legal, accounting and investment banking fees, brokerage and sales commissions, 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 and restoration costs), and any relocation expenses incurred as a result thereof, taxes paid or payable as a result thereof (including taxes imposed on the distribution or repatriation of any such Net Cash Proceeds) (after taking into account any available tax credits or deductions and any tax sharing arrangements related thereto), amounts required to be applied to the repayment of principal, premium (if any) and interest on Indebtedness required to be paid as a result of such transaction (other than Indebtedness under the Loan Documents, Credit Agreement Refinancing Indebtedness, Pari Passu Lien Debt or Junior Lien Debt), any costs associated with unwinding any related Hedge Agreements in connection with such transaction;

- (ii) in the case of any Asset Sale by a non-wholly owned Restricted Subsidiary, the pro rata portion of the Net Cash Proceeds thereof (calculated without regard to this clause (ii)) attributable to minority interests and not available for distribution to or for the account of the Borrower or a wholly owned Restricted Subsidiary of the Borrower as a result thereof, and
- (iii) any deduction of appropriate amounts to be provided by the Borrower or any of the Restricted Subsidiaries as a reserve in accordance with GAAP against any liabilities associated with the asset disposed of in such transaction and retained by the Borrower or any of the Restricted Subsidiaries after such sale or other disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction, it being understood that such reserved amounts will be deemed to be “Net Cash Proceeds” to the extent and at the time of any reversal thereof (to the extent not applied to the satisfaction of any applicable liabilities in cash in a corresponding amount);

provided that the definition of “Sale Leaseback Net Proceeds” shall apply for purposes of determining the “Net Cash Proceeds” of any Sale Leaseback Transaction; *provided, further*, that (i) no net cash proceeds calculated in accordance with the foregoing realized in a single transaction or series of related transactions shall constitute Net Cash Proceeds unless such amount exceeds \$20,000,000 and (ii) no such net cash proceeds shall constitute Net Cash Proceeds in any fiscal year until the aggregate amount of all such net cash proceeds (together with the aggregate amount of any Sale Leaseback Net Proceeds for such fiscal year (as determined without giving effect to the proviso in the last sentence of the definition thereof)) in such fiscal year exceeds \$40,000,000 (and thereafter only net cash proceeds in excess of such amount(s) shall constitute Net Cash Proceeds); and

- (2) with respect to the sale, incurrence or issuance of any Indebtedness by the Borrower or any Restricted Subsidiary, the excess, if any of:
 - (a) the sum of the cash and Cash Equivalents received by the Borrower and its Restricted Subsidiaries in connection with such incurrence or issuance *over*
 - (b) taxes paid or payable as a result thereof, fees (including investment banking fees, attorneys’ fees, accountants’ fees, underwriting fees and discounts), commissions, costs and other out-of-pocket expenses and other customary expenses, incurred by the Borrower and its Restricted Subsidiaries in connection with such sale, incurrence or issuance.

“**Net Income**” means, 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.

“**New York Courts**” has the meaning assigned to such term in Section 10.15.

“**Non-Consenting Lender**” has the meaning assigned to such term in Section 2.16(3).

“**Non-Debt Fund Affiliate**” means any Affiliated Lender other than a Debt Fund Affiliate.

“**Non-Debt Fund Affiliate Assignment and Acceptance**” has the meaning assigned to such term in Section 10.04(10)(b).

“**Non-Loan Party**” means any Subsidiary of the Borrower that is not a Loan Party.

“**Non-U.S. Subsidiary**” means any Subsidiary that not a U.S. Subsidiary.

“**Not Otherwise Applied**” means, with reference to the amount of any net cash proceeds or fair market value of other assets received from Permitted Equity Issuances or capital contributions that is proposed to be applied to a particular use or transaction, that such amount was not previously applied in determining the permissibility of a transaction under this Agreement (including, for the avoidance of doubt, any use of such amount to increase the Available Amount, any Cure Amounts and any Excluded Contributions) where such permissibility was (or may have been) contingent on the receipt or availability of such amount.

“**Note**” means a promissory note of the Borrower payable to any Lender or its registered assigns, in substantially the form of Exhibit I hereto or otherwise in form and substance reasonably acceptable to the Administrative Agent and the Borrower, evidencing the aggregate Indebtedness of the Borrower to such Lender resulting from the Term Loans made by such Lender.

“**NYFRB**” means the Federal Reserve Bank of New York.

“**NYFRB Rate**” means, for any day, the Federal Funds Effective Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); *provided* that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; *provided, further*, that if any of the aforesaid rates as so determined be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“**Obligations**” means all amounts owing to any Agent, any Lender or Qualified Counterparty pursuant to the terms of this Agreement, any other Loan Document, or any Specified Hedge Agreement, including all interest and expenses accrued or accruing (or that would, absent the commencement of an insolvency or liquidation proceeding, accrue) after the

commencement by or against any Loan Party or other Restricted Subsidiary of any proceeding under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law naming such Loan Party as the debtor in such proceeding, in accordance with and at the rate specified in this Agreement, whether or not the claim for such interest or expense is allowed or allowable as a claim in such proceeding.

“ **Organizational Documents** ” means,

- (1) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction);
- (2) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); and
- (3) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“ **Other Applicable ECF Indebtedness** ” has the meaning assigned to such term in clause (A) of Section 2.08(2).

“ **Other Applicable Indebtedness** ” has the meaning assigned to such term in Section 2.08(1)(a).

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

“ **Other Taxes** ” means any and all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.16).

“ **P aragraph IV Certification Notice** ” means the notice of certification required by 21 U.S.C. § 355(b)(3) or 21 U.S.C. § 355(j)(2)(B).

“ **Paragraph IV Proceeding** ” means an infringement Proceeding filed pursuant to 35 U.S.C. § 271(e)(2) with respect to a product controlled by the Borrower or any of the Subsidiaries.

“ **Parent Entity** ” means any direct or indirect parent of the Borrower.

“ **Pari Passu Intercreditor Agreement** ” means a “pari passu” intercreditor agreement substantially in the form attached hereto as Exhibit G (as the same may be modified in a manner satisfactory to the Administrative Agent, the applicable Debt Representative and the Borrower), or another intercreditor arrangement reasonably satisfactory to the Administrative Agent, the applicable Debt Representative and the Borrower. Upon the request of the Borrower, the Administrative Agent and Collateral Agent will execute and deliver a Pari Passu Intercreditor Agreement with one or more Debt Representatives (and acknowledged by the Loan Parties) for Indebtedness permitted hereunder that is permitted to be secured on a *pari passu* basis with the Initial Term Loans.

“ **Pari Passu Lien Debt** ” means any Indebtedness that is secured on a pari passu basis with the Liens that secure the Initial Term Loans, and including the ABL Loans and any Indebtedness secured on a pari passu basis with Liens that secure the ABL Loans.

“ **Participant** ” has the meaning assigned to such term in Section 10.04(4)(a).

“ **Participant Register** ” has the meaning assigned to such term in Section 10.04(4)(a).

“ **Payment in Full** ” means the payment in full of the Obligations (other than Obligations in respect of Specified Hedge Agreements and contingent indemnification and reimbursement obligations that are not yet due and payable and for which no claim has been asserted), and the termination of all commitments hereunder and “ **Paid in Full** ” has a correlative meaning.

“ **Payment Office** ” means the office of the Administrative Agent located at 10 S. Dearborn St., L2 floor, Chicago, IL 60603 or such other office as the Administrative Agent may designate to the Borrower and the Lenders from time to time.

“ **PBGC** ” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA, or any successor thereto.

“ **Perfection Certificate** ” means the Perfection Certificate with respect to the Loan Parties in a form substantially similar to that delivered on the Closing Date.

“ **Permit** ” means any license, franchise, approval, authorization or clearances issued by a Governmental Authority and required for the conduct of its business of the Borrower or its Restricted Subsidiaries as currently conducted.

“ **Permitted Acquisition** ” means any acquisition of all or substantially all the assets of, or a majority of the Equity Interests in, or merger, consolidation or amalgamation with, a Person or any acquisition of assets constituting a business unit, line of business, division or

facility of another Person or any Exclusive License (or any subsequent investment made in a Person, division or line of business previously acquired in a Permitted Acquisition), in each case if (1) no Event of Default is continuing (or in the case of a Limited Condition Transaction, no Specified Event of Default is continuing) immediately prior to making such Investment or would result therefrom; and (2) immediately after giving effect thereto, the Borrower is in compliance with Sections 5.10 and 6.09.

“ **Permitted Additional Indebtedness** ” means Indebtedness of the Borrower or any Restricted Subsidiary in the form of term loans or notes; *provided* that:

- (1) any Permitted Additional Indebtedness, (a) that is secured on a *pari passu* basis with the Initial Term Loans shall not mature prior to the Latest Maturity Date of the Initial Term Loans at the time of incurrence thereof, or have a shorter Weighted Average Life to Maturity than the Initial Term Loans at the time of incurrence thereof (without giving effect to any amortization or prepayments of the Initial Term Loans) or (b) that is unsecured (or not secured by Collateral) or secured on a junior lien basis to the Initial Term Loans shall not mature, or have scheduled amortization, prior to the date that is 91 days after the Latest Maturity Date of the Initial Term Loans at the time of incurrence thereof; *provided* that this clause (1) shall not apply to the incurrence of any such Indebtedness constituting a bridge facility to the incurrence of any other Indebtedness, so long as the Indebtedness into which such bridge facility is to be converted or exchanged satisfies the requirements of this clause (1) and such conversion or exchange is subject only to conditions customary for similar conversions or exchanges;
- (2) if such Permitted Additional Indebtedness is incurred by a Loan Party, it is not guaranteed by any Person other than a Loan Party;
- (3) if such Permitted Additional Indebtedness incurred by a Loan Party is secured it shall be secured on a *pari passu* or junior lien basis to the Initial Term Loans and:
 - (i) such Indebtedness is not secured by any assets or property that does not constitute Collateral (subject to customary exceptions for cash collateral in favor of an agent, letter of credit issuer or similar “fronting” lender); and
 - (ii) the security agreements relating to such assets or property are substantially similar to or the same as the applicable Collateral Documents (as determined in good faith by a Responsible Officer of the Borrower);
- (4) if such Permitted Additional Indebtedness is secured on a *pari passu* basis with or junior lien basis to the Initial Term Loans, the holders of such Permitted Additional Indebtedness or a Debt Representative acting on behalf of the holders of such Permitted Additional Indebtedness has become party to or is otherwise subject to the provisions of an Intercreditor Agreement (as such Intercreditor Agreement may be amended in a manner reasonably acceptable to the Administrative Agent, such Debt Representative and the Borrower), which results in such holders or Debt Representative having rights to share in the Collateral on a *pari passu* or junior lien basis, as applicable;

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- (5) if such Permitted Additional Indebtedness incurred by a Loan Party is in the form of term loans and is secured on a *pari passu* basis with the Initial Term Loans, then the provisions of Section 2.18(8) shall apply as if such Permitted Additional Indebtedness were Incremental Term Loans; and
- (6) the terms and conditions of such Indebtedness (a) are substantially identical to, or, taken as a whole, no more favorable to the lenders or holders providing such Indebtedness than, those applicable to the Initial Term Loans (except for covenants applicable only to periods after the Latest Maturity Date of the Initial Term Loans at the time of incurrence) and (b) solely to the extent that any terms and conditions applicable to any such Indebtedness are not substantially the same as, or are materially more restrictive on the Borrower and the Restricted Subsidiaries than, those then applicable to the Initial Term Loans, shall otherwise reflect customary market terms and conditions, including with respect to high yield debt securities to the extent applicable, at the time of such incurrence of such Indebtedness (*provided* that a certificate of a Responsible Officer delivered to the Administrative Agent in good faith at least four (4) Business Days (or such shorter period as may be agreed by the Administrative Agent) prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material covenants and events of default of such Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the requirement of this clause (6) shall be conclusive evidence that such Indebtedness satisfies this clause (6) unless the Administrative Agent notifies the Borrower within such four (4) Business Day (or shorter) period that it disagrees with such determination (including a description of the basis upon which it disagrees)); *provided* that this clause (6) will not apply to (v) terms addressed in the preceding clauses (1) through (5), (w) interest rate, rate floors, fees, funding discounts and other pricing terms, (x) redemption, prepayment or other premiums, or (y) optional prepayment or redemption terms; *provided further* that the Borrower will promptly deliver to the Administrative Agent final copies of the definitive credit documentation relating to such Indebtedness (unless the Borrower is bound by a confidentiality obligation with respect thereto, in which case the Borrower will deliver a reasonably detailed description of the material terms and conditions of such Indebtedness in lieu thereof).

“ **Permitted Amendment** ” means any Incremental Facility Amendment, Refinancing Amendment or Extension Amendment.

“ **Permitted Bond Hedge Transaction** ” means any call or capped call option (or substantively equivalent derivative transaction) on the Borrower’s common Capital Stock or the common Capital Stock of any direct or indirect parent of the Borrower (or other securities or property following a merger event or other change of the common Capital Stock of Borrower or such parent) purchased by the Borrower or any direct or indirect parent thereof in connection with the issuance of any Convertible Indebtedness; *provided*, that the purchase price for such Permitted Bond Hedge Transaction, less the proceeds received by the Borrower from the sale of any related Permitted Warrant Transaction, does not exceed the net proceeds received by the Borrower from the sale of such Convertible Indebtedness issued in connection with the Permitted Bond Hedge Transaction. For the avoidance of doubt, those certain bond hedge transactions entered into on June 25, 2015 and June 26, 2015 with Royal Bank of Canada, as amended or modified, constitute Permitted Bond Hedge Transactions.

“ **Permitted Convertible Indebtedness Call Transaction** ” means any Permitted Bond Hedge Transaction and any Permitted Warrant Transaction.

“ **Permitted Debt** ” has the meaning assigned thereto in Section 6.01.

“ **Permitted Equity Issuances** ” means any sale or issuance of any Qualified Equity Interests of the Borrower or any direct or indirect parent of the Borrower

“ **Permitted Family Entity** ” means any Person in which any combination of B.U. Patel, Tushar Patel, Chirag Patel, Chintu Patel, their respective spouses, any immediate or extended family member of the foregoing, the respective estates, heirs, family members, and/or the spouses, former spouses, executors, administrators, trustees, legatees or distributees of any of the foregoing (1) are the direct or indirect owners, beneficiaries (whether income, fixed or contingent), officers, directors, trustees or managers and, in each case, are entitled to all of the economic rights and interests in such Person, or (2) Control such Person.

“ **Permitted Holders** ” means each of:

- (1) the Investors;
- (2) any member of the Management Group (or any controlled Affiliate thereof);
- (3) any group (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act) of which Persons described in the foregoing clauses (1) or (2) are members; *provided* that, without giving effect to the existence of such group or any other group, the Persons described in clauses (1) and (2), collectively, Beneficially Own Equity Interests representing 50% or more of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of Amneal Inc. (determined on a fully diluted basis but without giving effect to contingent voting rights that have not yet vested) then held by such group; and
- (4) any Permitted Parent.

“ **Permitted Investment** ” has the meaning assigned to such term in Section 6.04.

“ **Permitted Investor** ” means:

- (1) each Investor;
- (2) each of their respective Affiliates and investment managers;
- (3) any fund or account managed by any of the Persons described in clause (1) or (2) of this definition;

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- (4) any employee benefit plan of the Borrower or any of its Subsidiaries and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan; and
 - (5) investment vehicles of members of management of the Borrower that invest in, acquire or trade commercial loans but excluding natural persons.

“ **Permitted Junior Secured Refinancing Debt** ” means any Credit Agreement Refinancing Indebtedness that is secured on a junior basis to the Initial Term Loans.

“ **Permitted Liens** ” has the meaning assigned to such term in Section 6.02.

“ **Permitted Parent** ” means any Parent Entity for so long as it is Controlled by one or more Persons that are Permitted Holders pursuant to clause (1), (2) or (3) of the definition thereof.

“ **Permitted Pari Passu Secured Refinancing Debt** ” means any Credit Agreement Refinancing Indebtedness that is secured on a *pari passu* basis with the Initial Term Loans.

“ **Permitted Refinancing Indebtedness** ” means any Indebtedness issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund (collectively, “ **Refinance** ”) the Indebtedness being Refinanced (the “ **Refinanced Debt** ”); *provided that*:

- (1) 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 Refinanced Debt (*plus* unpaid accrued interest and premium (including tender premiums) thereon and underwriting discounts, defeasance costs, fees, commissions and expenses) and any existing commitments unutilized thereunder being terminated in connection with such Refinancing;
- (2) other than with respect to a Refinancing of Indebtedness initially incurred pursuant to Section 6.01(3) (other than the Impax Convertible Notes) or Section 6.01(4), the final maturity date of such Permitted Refinancing Indebtedness is equal to or later than the final maturity date of the Refinanced Debt and the Weighted Average Life to Maturity of the Permitted Refinancing Indebtedness is greater than or equal to the Weighted Average Life to Maturity of the Refinanced Debt;
- (3) if the Refinanced Debt constitutes Junior Financing:
 - (a) such Permitted Refinancing Indebtedness is (i) unsecured or (ii) Junior Lien Debt that is permitted hereunder at the time of incurrence;
 - (b) to the extent such Refinanced Debt is subordinated in right of payment to any Obligations under this Agreement, such Permitted Refinancing Indebtedness is subordinated in right of payment to such Obligations on terms at least as favorable to the Lenders as those contained in the documentation governing the Refinanced Debt; and
 - (c) such Permitted Refinancing Indebtedness has the same obligors as the Refinanced Debt (unless any such additional obligors are also Loan Parties);

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- (4) (i) to the extent such Refinanced Debt is secured by Liens, such Permitted Refinancing Indebtedness is either unsecured or is not secured by any Liens that do not secure such Refinanced Debt, (ii) to the extent such Refinanced Debt is secured by Liens that are subordinated to the Liens securing the Obligations, such Permitted Refinancing Indebtedness is secured by Liens that are subordinated to the Liens securing the Obligations on terms at least as favorable to the Lenders as those contained in the documentation governing the Refinanced Debt and (iii) to the extent such Refinanced Debt is unsecured, such Permitted Refinancing Indebtedness is unsecured;
- (5) the terms and conditions of such Permitted Refinancing Indebtedness (a) are substantially identical to, or, taken as a whole, not more favorable to the lenders or holders providing such Permitted Refinancing Indebtedness than, those applicable to such Refinanced Debt (except for covenants applicable only to periods after the Latest Maturity Date of the Initial Term Loans at the time of incurrence) and (b) solely to the extent that any terms and conditions applicable to any such Permitted Refinancing Indebtedness are not substantially the same as, or are materially more restrictive on the Borrower and the Restricted Subsidiaries than, those then applicable to the Refinanced Debt, shall otherwise reflect customary market terms and conditions at the time of such incurrence, including with respect to high yield debt securities to the extent applicable (*provided* that a certificate of a Responsible Officer delivered to the Administrative Agent in good faith at least four (4) Business Days (or such shorter period as may be agreed by the Administrative Agent) prior to the incurrence of such Permitted Refinancing Indebtedness, together with a reasonably detailed description of the material covenants and events of default of such Permitted Refinancing Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the requirement of this clause (5) shall be conclusive evidence that such Permitted Refinancing Indebtedness satisfies this clause (4) unless the Administrative Agent notifies the Borrower within such four (4) Business Day (or shorter) period that it disagrees with such determination (including a description of the basis upon which it disagrees)); *provided, further* that this clause (4) will not apply to (w) terms addressed in the other clauses of this “Permitted Refinancing Indebtedness” definition, (x) interest rate, rate floors, fees, funding discounts and other pricing terms, (y) redemption, prepayment or other premiums or (z) optional prepayment or redemption terms; and
- (6) to the extent such Refinanced Debt is Permitted Pari Passu Secured Refinancing Debt or Permitted Junior Secured Refinancing Debt, in each case, such Permitted Refinancing Indebtedness is secured only by assets that constitute Collateral and pursuant to one or more security agreements permitted by and subject to any applicable Intercreditor Agreements (as such Intercreditor Agreements may be amended in a manner reasonably acceptable to the Administrative Agent, the applicable Debt Representatives and the Borrower); and

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- (7) to the extent such Refinanced Debt is (a) Incremental Equivalent Term Debt, such Permitted Refinancing Indebtedness shall be subject to the terms of clauses (3) – (7) of the definition of “Incremental Equivalent Term Debt” as if such Permitted Refinancing Indebtedness were also Incremental Equivalent Term Debt or (b) Ratio Debt, such Permitted Refinancing Indebtedness shall be required to satisfy the requirements of clauses (2) – (5) of the definition of “Permitted Additional Indebtedness” as if such Permitted Refinancing Indebtedness were also Permitted Additional Indebtedness.

Indebtedness constituting Permitted Refinancing Indebtedness will not cease to constitute Permitted Refinancing Indebtedness solely as a result of the subsequent extension of the Latest Maturity Date after the date of original incurrence thereof.

“**Permitted Warrant Transaction**” means any call option, warrant or right to purchase (or substantively equivalent derivative transaction) on the Borrower’s common Capital Stock or the common Capital Stock of any direct or indirect parent of the Borrower (or other securities or property following a merger event or other change of the common Capital Stock of Borrower or such parent) and/or cash (in an amount determined by reference to the price of such common Capital Stock) sold by the Borrower or any direct or indirect parent thereof substantially concurrently with any purchase by the Borrower of a related Permitted Bond Hedge Transaction. For the avoidance of doubt, those certain warrant transactions entered into on June 25, 2015 and June 26, 2015 with Royal Bank of Canada, as amended or modified, constitute Permitted Warrant Transactions.

“**Person**” means any natural person, corporation, business trust, joint venture, association, company, partnership, limited liability company, government, individual or family trust, Governmental Authority or other entity of whatever nature.

“**PIPE Investment**” means the redemption by certain existing equityholders of the Borrower of a portion of their equity interests in the Borrower in exchange for shares of common stock in Amneal Inc., and the sale of such shares in a private transaction to certain institutional investors including TPG Improv Holdings, L.P. and funds affiliated with Fidelity Management & Research Company pursuant to the Share Purchase Agreement, dated as of October 17, 2017, between Amneal Holdings and the purchasers party thereto.

“**PIPE Registration Statement**” means the registration statement of Amneal, Inc. (f/k/a Atlas Holdings, Inc.) on Form S-1 filed with the SEC on March 7, 2018.

“**Plan**” means any “employee pension benefit plan” as defined in Section 3(2) of ERISA (other than a Multiemployer Plan) that is (1) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA; and (2) either (a) sponsored or maintained (at the time of determination or at any time within the five years prior thereto) by the Borrower or any of its Subsidiaries or any ERISA Affiliate or (b) in respect of which the Borrower or any of its Subsidiaries or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“**Platform**” has the meaning assigned to such term in Section 10.17(1).

“ **Pledged Collateral** ” means “ *Pledged Collateral* ” as defined in the Collateral Agreement.

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

“ **Pro Forma Basis** ”, “ **Pro Forma** ” and “ **Pro Forma Effect** ” mean, with respect to compliance with any test or covenant or calculation hereunder, the determination or calculation of such test, covenant or ratio (including in connection with Specified Transactions) in accordance with Section 1.08.

“ **Products in Development** ” means drug products that, as of the Closing Date, (a) are in development or (b) the Borrower or any of the Subsidiaries does not yet sell, offer for sale, import, promote, market, distribute or otherwise commercialize.

“ **Projections** ” means all projections (including financial estimates, financial models, forecasts, other financial projections and other forward-looking information) furnished to the Lenders or the Administrative Agent by or on behalf of the Borrower, Impax or any of their respective Subsidiaries on or prior to the Closing Date.

“ **Public Company Costs** ” means costs relating to compliance with the Sarbanes-Oxley Act of 2002, as amended (or similar Laws in any other applicable jurisdiction), and other expenses arising out of or incidental to the Borrower’s (or any Parent Entity’s) status as a public reporting company, including costs, fees and expenses (including legal, accounting and other professional fees) relating to compliance with provisions of the Securities Act and the Exchange Act (or similar Laws in any other applicable jurisdiction), the rules of national securities exchange companies with listed equity securities, directors’ compensation, fees and expense reimbursement, shareholder meetings and reports to shareholders, directors’ and officers’ insurance and other executive costs, legal and other professional fees, and listing fees relating to the foregoing.

“ **Public Lender** ” has the meaning assigned to such term in Section 10.17(2).

“ **Purchasing Borrower Party** ” means the Borrower or any Subsidiary of the Borrower that becomes an Assignee or Participant pursuant to Section 10.04(14).

“ **Qualified Counterparty** ” means any counterparty to any Specified Hedge Agreement that, at the time such Specified Hedge Agreement was entered into or, if later, on the Closing Date, was an Agent, an Arranger, a Lender or an Affiliate of the foregoing, whether or not such Person subsequently ceases to be an Agent, an Arranger, a Lender or an Affiliate of the foregoing.

“ **Qualified Equity Interests** ” means any Equity Interests other than Disqualified Stock.

“ **Qualified Receivables Factoring** ” means any Factoring Transaction that meets the following conditions:

- (1) such Factoring Transaction is non-recourse to, and does not obligate, the Borrower or any Restricted Subsidiary, or their respective properties or assets (other than Securitization Assets) in any way other than pursuant to Standard Securitization Undertakings;
- (2) the Board of Directors of the Borrower has determined in good faith that such Qualified Receivables Factoring (including financing terms, covenants, termination events and other provisions) is, in the aggregate, economically fair and reasonable to the Borrower and the Restricted Subsidiaries;
- (3) all sales, conveyances, assignments and/or contributions of Securitization Assets by the Borrower or any Restricted Subsidiary are made at fair market value (as determined in good faith by the Borrower), and
- (4) such Factoring Transaction (including financing terms, covenants, termination events (if any) and other provisions thereof) are market terms at the time such Factoring Transaction is first entered into (as determined in good faith by the Borrower) and may include Standard Securitization Undertakings.

The grant of a security interest (other than a precautionary grant) in any Securitization Assets of the Borrower or any of its Restricted Subsidiaries to secure any Indebtedness shall not be deemed a Qualified Receivables Factoring.

“ **Qualified Receivables Financing** ” means any Receivables Financing that meets the following conditions:

- (1) the Board of Directors of the Borrower has determined in good faith that such Qualified Receivables Financing (including financing terms, covenants, termination events and other provisions) is, in the aggregate, economically fair and reasonable to the Borrower and the Restricted Subsidiaries;
- (2) all sales, conveyances, assignments or contributions of Securitization Assets by the Borrower or any Restricted Subsidiary to the Receivables Subsidiary are made at fair market value; and
- (3) the financing terms, covenants, termination events and other provisions thereof are market terms at the time such Receivables Financing is first entered into (as determined in good faith by a Responsible Officer of the Borrower) and may include Standard Securitization Undertakings.

The grant of a security interest (other than a precautionary grant) in any Securitization Assets of the Borrower or any Restricted Subsidiary (other than a Receivables Subsidiary) to secure any Indebtedness will not be deemed a Qualified Receivables Financing.

“**Qualified Receivables Transaction**” means a Qualified Receivables Factoring or a Qualified Receivables Financing.

“**Quarterly Financial Statements**” has the meaning assigned to such term in Section 5.04(2).

“**Ratio Amount**” means an aggregate principal amount that, after giving Pro Forma effect to the incurrence thereof, in accordance with Section 1.08, would not result in:

- (1) with respect to Ratio Debt to be secured on a *pari passu* basis with the Initial Term Loans, the First Lien Net Leverage Ratio for the applicable Test Period being greater than (a) the Closing Date First Lien Net Leverage Ratio or (b) the First Lien Net Leverage Ratio immediately prior to such incurrence;
- (2) with respect to any Ratio Debt to be secured on a junior basis to the Initial Term Loans, the Total Net Leverage Ratio for the applicable Test Period being greater than (a) the Closing Date Total Net Leverage Ratio or (b) the Total Net Leverage Ratio immediately prior to such incurrence; and
- (3) with respect to any Ratio Debt that is unsecured (or not secured by Collateral), the Total Net Leverage Ratio for the applicable Test Period being greater than 6.00 to 1.00.

“**Ratio Debt**” has the meaning assigned to such term in Section 6.01.

“**Ratio Debt Cap**” means, as of the date of measurement, the sum of (1) \$100 million (less the aggregate principal amount of all Indebtedness incurred prior to such date in reliance on this clause (1)) and (2) the Ratio Amount.

“**RBC**” means Royal Bank of Canada.

“**Real Property**” means, 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 any Loan Party, together with, in each case, all easements, hereditaments and appurtenances relating thereto, and all improvements and appurtenant fixtures incidental to the ownership or lease thereof.

“**Receivables Financing**” means any transaction or series of transactions that may be entered into by the Borrower or any Restricted Subsidiary pursuant to which the Borrower or any Restricted Subsidiaries may sell, assign, contribute, convey or otherwise transfer Securitization Assets to (1) a Receivables Subsidiary (in the case of a transfer by the Borrower or any Restricted Subsidiary that is not a Receivables Subsidiary) or (2) any other Person (in the case of a transfer by a Receivables Subsidiary) and, in either case, may grant a security interest in, any Securitization Assets of the Borrower or any of its Subsidiaries.

“**Receivables Repurchase Obligation**” means any obligation of a seller of Securitization Assets in a Qualified Receivables Transaction to repurchase Securitization Assets arising as a result of a breach of a representation, warranty or covenant or otherwise, including as a result of a Securitization Asset or portion thereof becoming subject to any asserted defense, dispute, off-set or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller.

“ **Receivables Subsidiary** ” means a Wholly Owned Subsidiary of the Borrower (or another Person formed solely for the purposes of engaging in a Qualified Receivables Financing with the Borrower or any Restricted Subsidiary and to which the Borrower or any Restricted Subsidiary transfers Securitization Assets) which engages in no activities other than in connection with the financing of Securitization Assets of the Borrower or its Subsidiaries, and any business or activities incidental or related to such business, and which is designated by the Board of Directors of the Borrower (as provided below) as a Receivables Subsidiary and:

- (1) no portion of the Indebtedness or any other obligations (contingent or otherwise):
 - (a) is guaranteed by the Borrower or any Restricted Subsidiary (excluding guarantees of obligations (other than the principal of, and interest on, Indebtedness) pursuant to Standard Securitization Undertakings);
 - (b) is recourse to or obligates the Borrower or any Restricted Subsidiary in any way other than pursuant to Standard Securitization Undertakings; or
 - (c) subjects any property or asset of the Borrower or any Restricted Subsidiary, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings;
- (2) with which neither the Borrower nor any Restricted Subsidiary has any material contract, agreement, arrangement or understanding other than on terms which the Borrower reasonably believes to be no less favorable to the Borrower or such Restricted Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the Borrower, other than with respect to Standard Securitization Undertakings; and
- (3) to which neither the Borrower nor any other Restricted Subsidiary has any obligation to maintain or preserve such entity’s financial condition or cause such entity to achieve certain levels of operating results.

Any such designation by the Board of Directors of the Borrower will be evidenced to the Administrative Agent by filing with the Administrative Agent a certified copy of the resolution of the Board of Directors of the Borrower giving effect to such designation and a certificate of a Responsible Officer of the Borrower certifying that such designation complied with the foregoing conditions.

“ **Recipient** ” means the Administrative Agent and any Lender, as applicable.

“ **Refinance** ” has the meaning assigned to such term in the definition of “ *Permitted Refinancing Indebtedness*, ” and the terms “ **Refinanced** ” and “ **Refinancing** ” will have correlative meanings.

“ **Refinanced Debt** ” has the meaning assigned to such term in the definition of “ *Permitted Refinancing Indebtedness*. ”

“ **Refinancing Amendment** ” means an amendment, in accordance with the terms of Section 2.19, to this Agreement and, as necessary, each other Loan Document (which may, at the option of the Administrative Agent and the Borrower, be in the form of an amendment and restatement of this Agreement or such other Loan Document, as applicable) executed by each of (1) the Borrower; (2) the Administrative Agent; and (3) with respect to an amendment (or an amendment and restatement) of this Agreement, each Lender that agrees to provide any portion of the Refinancing Term Loans in accordance with Section 2.19.

“ **Refinancing Term Loan Installment Date** ” has the meaning assigned to such term in Section 2.06(2).

“ **Refinancing Term Loans** ” means one or more Classes of Term Loans that result from a Refinancing Amendment.

“ **Register** ” has the meaning assigned to such term in Section 10.04(2)(d).

“ **Registered Equivalent Notes** ” means, with respect to any notes originally issued in a Rule 144A or other private placement transaction under the Securities Act, substantially identical notes (having the same Guarantees and collateral provisions) issued by the same issuer in a dollar-for-dollar exchange therefor pursuant to an exchange offer registered with the SEC.

“ **Regulation U** ” means Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“ **Regulation X** ” means Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“ **Reinvestment Deferred Amount** ” has the meaning assigned to such term in Section 2.08(8).

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

“ **Release** ” means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, emanating or migrating in, into, upon, onto or through the Environment.

“ **Replaced Loans** ” has the meaning assigned to such term in Section 10.08(7).

“ **Replacement Loans** ” has the meaning assigned to such term in Section 10.08(7).

“ **Reportable Event** ” means 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 Transaction** ” means:

- (1) the incurrence by the Borrower or any of the other Restricted Subsidiary of any term loan Indebtedness (a) having an All-In Yield that is less than the All-In Yield for the Initial Term Loans of the respective Type, and (b) 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 Initial Term Loans, or
- (2) any effective reduction in All-In Yield applicable to the Initial Term Loans (e.g. by way of amendment);

provided that a Repricing Transaction will not include any event described in the preceding clause (1) or (2) above that (a) is not consummated for the primary purpose of lowering the All-In Yield applicable to the Initial Term Loans or (b) is consummated in connection with a Change in Control or Enterprise Transformative Event.

“ **Required Financial Statements** ” has the meaning assigned to such term in Section 5.04(2).

“ **Required Lender Consent Items** ” has the meaning assigned to such term in Section 10.04(12)(c).

“ **Required Lenders** ” means, at any time, Lenders having Term Loans outstanding and unused Commitments that, taken together, represent more than 50.0% of the sum of all Term Loans outstanding and Commitments at such time. The Term Loans and Commitments of any Defaulting Lenders will be disregarded in determining the Required Lenders; *provided* that, subject to the Borrower’s right to replace any Defaulting Lenders as set forth herein:

- (1) the Commitment of any Defaulting Lender may not be increased or extended, or the maturity of any of its Term Loans may not be extended, the rate of interest on any of its Term Loans may not be reduced and the principal amount of any of its Term Loans may not be forgiven, in each case without the consent of such Defaulting Lender (it being understood that waivers or other modifications of any conditions precedent, covenants, mandatory prepayments, mandatory Commitment reductions, Defaults or Events of Default shall not constitute an increase or extension of any Commitment, a reduction of the rate of interest on any Term Loan or a forgiveness of the principal amount of any Term Loan); and
- (2) any amendment, waiver or consent requiring the consent of all the Lenders or each affected Lender pursuant to clauses (i) through (vi) of Section 10.08(2) that by its terms affects any Defaulting Lender more adversely than the other affected Lenders shall require the consent of such Defaulting Lender.

“**Required Percentage**” means, with respect to any Excess Cash Flow Period, the percentage set forth in the table below based on First Lien Net Leverage Ratio determined as of the last day of such Excess Cash Flow Period:

First Lien Net Leverage Ratio	Required Percentage
Greater than 3.70 to 1.00	50.0%
Less than or equal to 3.70 to 1.00 but greater than 3.20 to 1.00	25.0%
Less than or equal to 3.20 to 1.00	0%

“**Responsible Officer**” means, with respect to any Loan Party, the chief executive officer, president, vice president, secretary, assistant secretary or any Financial Officer of such Loan Party or other similar officer or Person performing similar functions of a Loan Party and, as to any document delivered on the Closing Date, any secretary or assistant secretary of a Loan Party, designated in writing by or on behalf of the Borrower to the Administrative Agent from time to time. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party will be conclusively presumed to have been authorized by all necessary corporate, partnership or other action on the part of such Loan Party and such Responsible Officer will be conclusively presumed to have acted on behalf of such Loan Party. Unless otherwise specified, all references herein to a “Responsible Officer” shall refer to a Responsible Officer of the Borrower.

“**Restricted Payment**” means any (1) dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of the Borrower or any of its Restricted Subsidiaries (other than dividends or other distributions on Equity Interests payable solely by the issuance of additional Equity Interests (other than Disqualified Stock) of the Person paying such dividends or distributions) and (2) payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of (a) the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any Equity Interest of the Borrower or any of the Restricted Subsidiaries or (b) any return of capital to the Borrower’s equityholders, partners or members (or the equivalent Persons thereof); *provided* that (i) cancellation of Indebtedness owing to the Borrower or any Restricted Subsidiary from any future, current or former officers, directors, managers, employees, consultants and independent contractors of the Borrower, any Restricted Subsidiary or any direct or indirect parent thereof, or their respective estates, heirs, family members, spouses, former spouses, successors, executors, administrators, trustees, legatees or distributees in connection with a repurchase of Equity Interests of the Borrower or such parent entity and (ii) any payment(s) of principal (not in excess of the stated principal amount thereof), interest, fees, reimbursement obligations, charges, costs, expenses, indemnities and other amounts in respect of Convertible Indebtedness, in each case will not constitute a Restricted Payment; *provided further* that notwithstanding anything herein to the contrary, any payment in cash included in the settlement amount due upon conversion in excess of the stated principal amount of any Convertible Indebtedness shall constitute a Restricted Payment for all purposes hereunder.

“**Restricted Subsidiary**” means any Subsidiary of a Person other than an Unrestricted Subsidiary of such Person. Unless otherwise indicated in this Agreement, all references to Restricted Subsidiaries will mean Restricted Subsidiaries of the Borrower.

“**S&P**” means Standard & Poor’s Ratings Services or any successor entity thereto.

“**Sale Leaseback Net Proceeds**” means with respect to the sale component of any Sale Leaseback Transaction, the excess, if any, of (1) the sum of cash and Cash Equivalents received as purchase consideration in connection with such Sale Leaseback Transaction sale component pursuant to the applicable purchase and sale agreement over (2) the sum of (a) the out-of-pocket fees and expenses (including attorneys’ 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 or required to be paid by the Borrower or any Restricted Subsidiary in connection with such Sale Leaseback Transaction, (b) taxes (including transfer taxes) paid or reasonably estimated to be payable in connection therewith (including taxes imposed on the repatriation of any such Sale Leaseback Net Proceeds), and (c) any reserve for adjustment in respect of (i) the sale price of such asset or assets established in accordance with GAAP and (ii) any liabilities associated with such asset or assets and retained by the Borrower or any Restricted Subsidiary after such Sale Leaseback Transaction or any obligations payable by the Borrower or any Restricted Subsidiary in connection with such Sale Leaseback Transaction, including liabilities or obligations related to environmental matters, immediate repairs or deferred maintenance or against any indemnification obligations associated with such Sale Leaseback Transaction, it being understood that “Sale Leaseback Net Proceeds” shall include the amount of any reversal (without the satisfaction of any applicable liabilities in cash in a corresponding amount) of any reserve described in this clause (c); provided, that (i) no net cash proceeds calculated in accordance with the foregoing realized in a single transaction or series of related transactions shall constitute Sale Leaseback Net Proceeds unless such amount exceeds \$20,000,000 and (ii) no such net cash proceeds shall constitute Sale Leaseback Net Proceeds in any fiscal year until the aggregate amount of all such net cash proceeds (together with the aggregate amount of any Net Cash Proceeds described in clause (1) of the definition thereof for such fiscal year (as determined without giving effect to the second proviso in the last sentence of such clause (1))) in such fiscal year exceeds \$40,000,000 (and thereafter only net cash proceeds in excess of such amount(s) shall constitute Sale Leaseback Net Proceeds).

“**Sale Leaseback Transaction**” means a sale leaseback transaction with respect to all or any portion of any real property owned by the Borrower or any Restricted Subsidiary.

“**Sanctioned Country**” shall mean, at any time, a country, region or territory that is subject to comprehensive Sanctions (at the time of the Agreement, the Crimea region 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 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 European Union, any EU member state, Her Majesty’s Treasury of the United Kingdom, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person.

“**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, or (b) the United Nations Security Council, the European Union, any European Union member state or Her Majesty’s Treasury of the United Kingdom.

“**SEC**” means the Securities and Exchange Commission or any successor thereto.

“**Secured Parties**” means the collective reference to the “*Secured Parties*” as defined in the Collateral Agreement.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**Securitization Assets**” means accounts receivable, royalty or other revenue streams, other rights to payment, including with respect to rights of payment pursuant to the terms of Joint Ventures (in each case, whether now existing or arising in the future), and any assets related thereto, including all collateral securing any of the foregoing, all contracts and all guarantees or other obligations in respect of any of the foregoing, proceeds of any of the foregoing and other assets which are customarily transferred or in respect of which security interests are customarily granted in connection with non-recourse, asset securitization or factoring transactions and any Hedge Agreements entered into by the Borrower or any such Restricted Subsidiary in connection with such assets subject to a Qualified Receivables Transaction.

“**Security Documents**” means the Collateral Agreement and each of the security agreements and other instruments and documents executed and delivered by any Loan Party pursuant thereto or pursuant to Section 5.10.

“**Short Term Advances**” has the meaning assigned to such term in the definition of “Indebtedness”.

“**Similar Business**” means any business, the majority of whose revenues are derived from (1) business or activities conducted by the Borrower and its Restricted Subsidiaries on the Closing Date, (2) 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 (3) any business that in the Borrower’s good faith business judgment constitutes a reasonable diversification of businesses conducted by the Borrower and its Restricted Subsidiaries.

“**Specified Acquisition Agreement Representations**” means such of the representations and warranties made by or with respect to Impax and its Subsidiaries in the Acquisition Agreement as are material to the interests of the Lenders, but only to the extent that the Borrower (or its Affiliates) have the right (taking into account any applicable cure provisions) to terminate its (or their) obligations under the Acquisition Agreement as a result of a breach of such representations in the Acquisition Agreement or the failure of an Acquisition Agreement Representation to be true and correct results in a failure of a condition precedent to the Borrower’s (or its affiliates’) obligations to consummate the Acquisition in the Acquisition Agreement.

“**Specified Event of Default**” means any Event of Default under Section 8.01(2), 8.01(3), 8.01(8) or 8.01(9).

“**Specified Hedge Agreement**” means any Hedge Agreement entered into or assumed between or among the Borrower or any Restricted Subsidiary and any Qualified Counterparty and designated by the Qualified Counterparty and the Borrower in writing to the Administrative Agent as a “Specified Hedge Agreement” under this Agreement (but only if such Hedge Agreement has not been designated as a “Specified Hedge Agreement” under the ABL Credit Agreement).

“**Specified Hedge Obligations**” means all amounts owing to any Qualified Counterparty under any Specified Hedge Agreement.

“**Specified IP Subsidiary**” means a wholly-owned Restricted Subsidiary of the Borrower that:

- (1) owns no assets other than Transferred IP and cash or Cash Equivalents necessary to support the business set forth in clause (2) of this definition;
- (2) conducts no business other than the licensing, development, promotion, marketing, and supply of the Transferred IP; and
- (3) is prohibited from incurring any Indebtedness and/or Liens under its Organizational Documents.

“**Specified Representations**” means the representations and warranties of the Borrower set forth in the following sections of this Agreement:

- (1) Section 3.01(1) and (4) (but solely with respect to its organizational existence and organizational power and authority as to the execution, delivery and performance of this Agreement, the Collateral Agreement and any applicable Intellectual Property Security Agreements (as defined in the Collateral Agreement) and the extensions of credit hereunder);
- (2) Section 3.02(1) (but solely with respect to its authorization of this Agreement, the Collateral Agreement and any applicable Intellectual Property Security Agreements (as defined in the Collateral Agreement));
- (3) Section 3.02(2)(c) (but solely with respect to non-conflict of its entry into and performance of this Agreement and the other Loan Documents with its certificate or article of incorporation or other applicable Organizational Document);
- (4) Section 3.03 (but solely with respect to this Agreement, the Collateral Agreement and any applicable Intellectual Property Security Agreements (as defined in the Collateral Agreement));
- (5) Section 3.08(2) (but solely with respect to use of proceeds on the Closing Date);
- (6) Section 3.09;

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- (7) Section 3.14(1) (but solely with respect to the creation, validity, attachment and perfection of the Liens granted by it in the Collateral on the Closing Date (subject to Permitted Liens and subject to the Certain Funds Provisions));
 - (8) Section 3.16; and
 - (9) Section 3.19.

“**Specified Tender Offer**” means the offer to be commenced by Impax on or following the Closing Date to holders to repurchase for cash all of the outstanding Impax Convertible Notes, or any portion thereof, pursuant to Section 4.10 of the Impax Indenture.

“**Specified Tender Offer Prepayment Date**” has the meaning assigned to such term in Section 2.08(3).

“**Specified Transaction**” means any Investment that results in a Person becoming a Restricted Subsidiary, any designation of a Subsidiary as a Restricted Subsidiary or an Unrestricted Subsidiary, any Permitted Acquisition, any Disposition that results in a Restricted Subsidiary ceasing to be a Subsidiary of the Borrower, any Investment constituting an acquisition of assets constituting a business unit, line of business or division of another Person or a facility or any parcels of or interests (including leasehold interests) in real property and all improvements and fixtures thereon or any Disposition of a business unit, line of business or division or a facility or any parcels of or interests (including leasehold interests) in real property and all improvements and fixtures thereon (including any buyout or conversion of an operating lease to a capital lease) of the Borrower or a Restricted Subsidiary, in each case whether by merger, consolidation, amalgamation or otherwise, or any incurrence or repayment of Indebtedness (other than Indebtedness incurred or repaid under any revolving credit facility in the ordinary course of business for working capital purposes), Restricted Payment or Incremental Facility that by the terms of this Agreement requires such test to be calculated on a “Pro Forma Basis” or after giving “Pro Forma Effect.”

“**Standard Securitization Undertakings**” means representations, warranties, covenants, indemnities and Guarantees of performance entered into by the Borrower or any Restricted Subsidiary of the Borrower that a Responsible Officer of the Borrower has determined in good faith to be customary in a Receivables Financing including those relating to the servicing of the assets of a Receivables Subsidiary, it being understood that any Receivables Repurchase Obligation will be deemed to be a Standard Securitization Undertaking.

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

“**Subagent**” has the meaning assigned to such term in Section 9.02.

“**Subsidiary**” means, with respect to any Person, any corporation, partnership, limited liability company or other entity of which (1) Equity Interests having ordinary voting power (other than Equity Interests having such power only by reason of the happening of a contingency) to elect a majority of the Board of Directors of such corporation, partnership, limited liability company or other entity are at the time owned by such Person; or (2) more than 50.0% of the Equity Interests are at the time owned by such Person. Unless otherwise indicated in this Agreement, all references to Subsidiaries will mean Subsidiaries of the Borrower.

“**Subsidiary Loan Parties**” means (1) each Wholly Owned U.S. Subsidiary of the Borrower on the Closing Date (other than any Excluded Subsidiary); and (2) each Wholly Owned U.S. Subsidiary (other than any Excluded Subsidiary) of the Borrower that becomes, or is required pursuant to Section 5.10 to become, a party to the Collateral Agreement after the Closing Date.

“**Swap Termination Value**” means, in respect of any one or more Hedge Agreements, after taking into account the effect of any legally enforceable netting agreement relating to such Hedge Agreements, (1) for any date on or after the date such Hedge Agreements have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (2) for any date prior to the date referenced in clause (1), the amount(s) determined as the mark-to-market value(s) for such Hedge Agreements, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Hedge Agreements (which may include a Lender or any Affiliate of a Lender).

“**Tax Receivable Agreement**” means the Tax Receivable Agreement, dated as of the Closing Date, among Amneal Inc., the Borrower, and the other parties from time to time party thereto, as amended, amended and restated, supplemented or otherwise modified from time to time in any manner that is not materially adverse to the interests of the Administrative Agent or the Lenders.

“**Taxes**” means any and all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding) or similar charges imposed by any Governmental Authority and any and all interest and penalties related thereto.

“**Term Facility**” means the facility and commitments utilized in making Term Loans hereunder. Following the establishment of any Incremental Term Loans (other than an increase to an existing Term Facility), Refinancing Term Loans or Extended Term Loans, such Incremental Term Loans, Refinancing Term Loans or Extended Term Loans will be considered a separate Term Facility hereunder.

“**Term Loan Agent**” means “**Term Loan Agent**” as defined in the Closing Date Intercreditor Agreement.

“ **Term Loan Installment Date** ” means, as the context requires, an Initial Term Loan Installment Date, an Incremental Term Loan Installment Date, a Refinancing Term Loan Installment Date or an Extended Term Loan Installment Date.

“ **Term Loans** ” means the Initial Term Loans, any Incremental Term Loans, any Refinancing Term Loans and any Extended Term Loans, collectively (or if the context so requires, any of them individually).

“ **Term Priority Collateral** ” means “ *Term Loan Priority Collateral* ” as defined in the Closing Date Intercreditor Agreement.

“ **Test Period** ” means, at any time, (1) with respect to the Borrower, the four consecutive fiscal quarters of the Borrower most recently ended (in each case taken as one accounting period) for which the Required Financial Statements have been or are required to be delivered pursuant to Section 5.04(1) or 5.04(2) and (2) in the case of any Person other than the Borrower, the period of four consecutive fiscal quarters most closely corresponding to the period set forth in clause (1).

“ **Threshold Amount** ” means the greater of (1) \$80 million and (2) 12.5% of TTM Consolidated EBITDA as of the applicable date of determination.

“ **Total Net Leverage Ratio** ” means, with respect to any Test Period, the ratio of (a) Consolidated Total Net Debt as of the last day of such Test Period to (b) Consolidated EBITDA of the Borrower for such Test Period.

“ **Transaction Costs** ” means all fees, costs and expenses related to the Transactions.

“ **Transaction Documents** ” means the Acquisition Documents, the ABL Loan Documents and the Loan Documents.

“ **Transactions** ” means, collectively, the transactions to occur pursuant to the Transaction Documents, including:

- (1) the consummation of the Acquisition;
- (2) the consummation of the Contribution;
- (3) the execution and delivery of the Loan Documents, the creation of the Liens pursuant to the Security Documents and the initial borrowings hereunder;
- (4) the execution and delivery of the ABL Loan Documents, the creation of the Liens pursuant to the ABL Security Documents and the initial borrowings under the ABL Credit Agreement;
- (5) the Closing Date Refinancing;

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- (6) the undertaking of one or more Existing Notes LM Transactions or Specified Tender Offers;
 - (7) the PIPE Investment;
 - (8) the Impax Transactions; and
 - (9) the payment of all Transaction Costs.

“ **Transferred IP** ” has the meaning assigned to such term in Section 6.04(30)(b).

“ **TTM Consolidated EBITDA** ” means, as of any date of determination, the Consolidated EBITDA of the Borrower on a Pro Forma Basis for the four consecutive fiscal quarters most recently ended prior to such date for which financial statements have been furnished or are required to have been furnished to the Lenders hereunder (or, in the case of a determination date that occurs prior to the first such delivery, for the four consecutive fiscal quarters ended as of December 31, 2017).

“ **Type** ” means, when used in respect of any Term Loan or Borrowing, the Rate by reference to which interest on such Term Loan or on the Term Loans comprising such Borrowing is determined. For purposes of this definition, the term “Rate” means Adjusted LIBO Rate or ABR, as applicable.

“ **U.S. Subsidiary** ” means any Subsidiary of the Borrower that is organized under the laws of the United States or any political subdivision thereof, and “ **U.S. Subsidiaries** ” means any two or more of them. Unless otherwise indicated in this Agreement, all references to U.S. Subsidiaries will mean U.S. Subsidiaries of the Borrower.

“ **U.S. Tax Compliance Certificate** ” has the meaning specified in Section 2.14(5).

“ **Uniform Commercial Code** ” or “ **UCC** ” means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

“ **Unrestricted Cash** ” means, as of any date, all cash and Cash Equivalents of the Borrower or any of its Restricted Subsidiaries as of such date that would not appear as “restricted” on the Required Financial Statements (unless such appearance is related to a restriction in favor of any Agent for the benefit of the Secured Parties or an agent under the ABL Credit Agreement for the benefit of the secured parties thereunder), determined on a consolidated basis in accordance with GAAP, determined based upon the most recent month-end financial statements available internally as of the date of determination, and calculated on a Pro Forma Basis.

“ **Unrestricted Subsidiary** ” means (1) each Receivables Subsidiary and (2) any Subsidiary of the Borrower designated by the Borrower as an Unrestricted Subsidiary hereunder by written notice to the Administrative Agent; *provided* that the Borrower will only be permitted to so designate a new Unrestricted Subsidiary after the Closing Date or subsequently re-designate any such Unrestricted Subsidiary as a Restricted Subsidiary (by written notice to the Administrative Agent) if no Specified Event of Default has occurred and is continuing or would result therefrom.

The designation of any Restricted Subsidiary as an Unrestricted Subsidiary will constitute an Investment for purposes of Section 6.04 at the date of designation in an amount equal to the fair market value of the Borrower's or its Restricted Subsidiary's (as applicable) Investment therein. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary will constitute the incurrence at the time of designation of any Indebtedness and Liens of such Subsidiary existing at such time and a return on any Investment by the Borrower in Unrestricted Subsidiaries in an amount equal to the fair market value at the date of such designation of the Borrower's or its Restricted Subsidiary's (as applicable) Investment in such Subsidiary. Except as expressly set forth in this paragraph, no Investment will be deemed to exist or have been made, and no Indebtedness or Liens shall be deemed to have occurred, solely by virtue of a Subsidiary becoming an Excluded Subsidiary.

“**USA PATRIOT Act**” means 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)).

“**Weighted Average Life to Maturity**” means, when applied to any Indebtedness as of any date, the number of years obtained by dividing (1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payment of principal (excluding nominal amortization), including payment at final maturity, in respect thereof by (b) the number of years (calculated to the nearest 1/12) that will elapse between such date and the making of such payment; by (2) the then outstanding principal amount of such Indebtedness.

“**Wholly Owned Subsidiary**” means, with respect to any Person, 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 otherwise indicated in this Agreement, all references to Wholly Owned Subsidiaries will mean Wholly Owned Subsidiaries of the Borrower.

“**Wholly Owned U.S. Subsidiary**” means, with respect to any Person, a U.S. Subsidiary of such Person that is a Wholly Owned Subsidiary. Unless otherwise indicated in this Agreement, all references to Wholly Owned U.S. Subsidiaries will mean Wholly Owned U.S. Subsidiaries of the Borrower.

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

“**Working Capital**” means, with respect to the Borrower and its Subsidiaries on a consolidated basis as of any date of determination, Current Assets at such date of determination *minus* Current Liabilities at such date of determination; *provided* that, for purposes of calculating

Excess Cash Flow, increases or decreases in Working Capital will be calculated without regard to any changes in Current Assets or Current Liabilities as a result of (a) reclassification after the date hereof in accordance with GAAP of assets or liabilities, as applicable, between current and non-current or (b) the effects of purchase accounting.

“**Write-Down and Conversion Powers**” means, 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.

SECTION 1.02. Terms Generally. The definitions set forth or referred to in Section 1.01 will apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms. Unless the context requires otherwise,

- (1) the words “include,” “includes” and “including” will be deemed to be followed by the phrase “without limitation;”
- (2) in the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including;” the words “to” and “until” each mean “to but excluding” and the word “through” means “to and including;”
- (3) the word “will” will be construed to have the same meaning and effect as the word “shall;”
- (4) the word “incur” will be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words “incurred” and “incurrence” will have correlative meanings);
- (5) the word “or” will be construed to mean “and/or;”
- (6) any reference to any Person will be construed to include such Person’s legal successors and permitted assigns; and
- (7) the words “asset” and “property” will be construed to have the same meaning and effect.

All references herein to Articles, Sections, Exhibits and Schedules will be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context otherwise requires. Except as otherwise expressly provided herein, any reference in this Agreement to any Loan Document or organizational document of the Loan Parties means such document as amended, restated, amended and restated, supplemented or otherwise modified from time to time (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document). Any reference to any law will include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation means, unless otherwise specified, such law or regulation as amended, modified or supplemented from time to time. Whenever this Agreement refers to the “knowledge” of Impax or any Loan Party, such reference will be construed to mean the knowledge of the chief executive officer, president, chief financial officer, treasurer or controller of such Person.

SECTION 1.03. Accounting Terms: GAAP; Fair Market Value. Except as otherwise expressly provided herein, all terms of an accounting or financial nature will be construed in accordance with GAAP, as in effect from time to time; *provided* that, notwithstanding anything to the contrary herein, all accounting or financial terms used herein will be construed, and all financial computations pursuant hereto will be made, without giving effect to any election under Statement of Financial Accounting Standards Board Accounting Standards Codification 825-10 (or any other Statement of Financial Accounting Standards Board Accounting Standards Codification having a similar effect) to value any Indebtedness or other liabilities of the Borrower or any Subsidiary at “fair value,” as defined therein. In the event that any Accounting Change (as defined below) occurs and such change results in a change in the method of calculation of financial covenants, standards or terms in this Agreement, then upon the written request of the Borrower or the Administrative Agent (acting upon the request of the Required Lenders), the Borrower, the Administrative Agent and the Lenders will enter into good faith negotiations in order to amend such provisions of this Agreement so as to equitably reflect such Accounting Change with the desired result that the criteria for evaluating the Borrower’s financial condition will be the same after such Accounting Change as if such Accounting Change had not occurred; *provided* that, until so amended, calculation of financial covenants, standards or terms in this Agreement will be computed in accordance with GAAP in effect prior to such Accounting Change until the effective date of such amendment. “**Accounting Change**” means (1) any change in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or (2) any change in the application of GAAP by the Borrower (including through the adoption of IFRS). All determinations of fair market value under a Loan Document will be made by a Responsible Officer of the Borrower in good faith and if such determination is supported by an opinion of an Independent Financial Advisor, such determination will be conclusive for all purposes under the Loan Documents or related to the Obligations.

SECTION 1.04. Effectuation of Transfers. Each of the representations and warranties of the Borrower contained in this Agreement (and all corresponding definitions) is made after giving effect to the Transactions, unless the context otherwise requires.

SECTION 1.05. Currencies. Unless otherwise specifically set forth in this Agreement, monetary amounts are in Dollars. Notwithstanding anything to the contrary herein, no Default or Event of Default will arise as a result of any limitation or threshold set forth in Dollars being exceeded solely as a result of changes in currency exchange rates.

SECTION 1.06. Required Financial Statements. With respect to the determination of the First Lien Net Leverage Ratio, the Total Net Leverage Ratio or under any other applicable provision of the Loan Documents (including the definition of Immaterial Subsidiary) made on or prior to the date on which Required Financial Statements have been delivered for the fiscal quarter ended March 31, 2018, such calculation will be determined for the period of four consecutive fiscal quarters ended December 31, 2017, and calculated on a Pro Forma Basis.

SECTION 1.07. Certifications. Any certificate or other writing required hereunder or under any other Loan Document to be certified by any officer or other authorized representative (including any Responsible Officer) of any Person will be deemed to be executed and delivered by such officer, other authorized representative or Responsible Officer solely in such individual's capacity as an officer, other authorized representative or Responsible Officer of such Person and not in such officer's or other authorized representative's individual capacity and without any personal liability.

SECTION 1.08. Pro Forma Calculations.

- (1) Notwithstanding anything to the contrary herein, financial ratios shall be calculated in the manner prescribed by this Section 1.08; *provided* that, notwithstanding anything to the contrary in clauses (2), (3) or (4) of this Section 1.08, when calculating any financial ratio for purposes of (a) determining Applicable Margins and pricing grid step-downs, (b) calculations of mandatory prepayments, (c) determining compliance with any financial covenant (including any financial covenant under the ABL Credit Agreement and (d) any provisions related to the foregoing, the events described in this Section 1.08 that occurred subsequent to the end of the applicable Test Period shall not be given pro forma effect.
- (2) For purposes of calculating the First Lien Net Leverage Ratio, the Total Net Leverage Ratio or any other financial ratio, Specified Transactions (and the incurrence or repayment of any Indebtedness in connection therewith) that have been made (a) during the applicable Test Period or (b) subsequent to such Test Period and prior to or simultaneously with the event for which the calculation of any such ratio is made shall be calculated on a pro forma basis assuming that all such Specified Transactions (and any increase or decrease in Consolidated EBITDA and the component financial definitions used therein attributable to any Specified Transaction) had occurred on the first day of the applicable Test Period. If since the beginning of any applicable Test Period any Person that subsequently became a Restricted Subsidiary or was merged, amalgamated or consolidated with or into the Borrower or any of its Restricted Subsidiaries since the beginning of such Test Period shall have made any Specified Transaction that would have required adjustment pursuant to this Section 1.08 then the financial ratios shall be calculated to give pro forma effect thereto in accordance with this Section 1.08.
- (3) Whenever pro forma effect is to be given to a Specified Transaction, the pro forma calculations shall be made in good faith by a Responsible Officer and may include, for the avoidance of doubt, the amount of cost savings, operating expense reductions and synergies projected by the Borrower in good faith to be realized as a result of specified actions taken, committed to be taken or expected to be taken (calculated on a pro forma basis as though such cost savings, operating expense reductions and synergies had been realized on the first day of such Test Period and as if such cost savings, operating expense reductions and synergies were realized during the entirety of such period but, for the avoidance of doubt, subject to the limitations set forth in clause (g) of the definition of "Consolidated EBITDA" set forth herein) relating to such Specified Transaction, net of the amount of actual benefits realized during such period from such actions (such cost savings and synergies, "*Specified Transaction Adjustments*"); provided, that

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- (a) such Specified Transaction Adjustments are reasonably identifiable and quantifiable in the good faith judgment of a Responsible Officer of the Borrower,
 - (b) such actions are taken, committed to be taken or reasonably anticipated to be taken no later than twenty four (24) months after the date of such Specified Transaction, and
 - (c) no amounts shall be added pursuant to this clause (3) to the extent duplicative of any amounts that are otherwise added back in calculating Consolidated EBITDA, whether through a pro forma adjustment or otherwise, with respect to such period.
- (4) In the event that the Borrower or any Restricted Subsidiary incurs (including by assumption or guarantees) or repays (including by redemption, repayment, retirement or extinguishment) any Indebtedness included in the calculations of a financial covenant (in each case, other than Indebtedness incurred or repaid under any revolving credit facility (including, for the avoidance of doubt, the ABL Facility) in the ordinary course of business for working capital purposes), (a) during the applicable Test Period or (b) subsequent to the end of the applicable Test Period and prior to or simultaneously with the event for which the calculation of any such ratio is made, then each financial ratio shall be calculated giving pro forma effect to such incurrence or repayment of Indebtedness, to the extent required, as if the same had occurred on the last day of the applicable Test Period.

SECTION 1.09. LCA Election. Notwithstanding anything in this Agreement or any other Loan Document to the contrary, when (1) calculating any applicable ratio in connection with incurrence of Indebtedness, the creation of Liens, the making of any disposition, the making of an Investment, the designation of a Subsidiary as a Restricted Subsidiary or an Unrestricted Subsidiary or the repayment of Indebtedness or (2) determining compliance with any provision of this Agreement which requires that no Default or Event of Default has occurred, is continuing or would result therefrom, in each case of the preceding clauses (1) and (2) in connection with a Limited Condition Transaction, the date of determination of such ratio and determination of whether any Default or Event of Default has occurred, is continuing or would result therefrom shall, at the option of the Borrower (the Borrower's election to exercise such option in connection with any Limited Condition Transaction, an "**LCA Election**"), be deemed to be the date the definitive agreements for such Limited Condition Transaction are entered into (the "**LCA Test Date**"). If on a Pro Forma Basis after giving effect to such Limited Condition Transaction and the other transactions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof), with such ratios and other provisions being calculated as if such Limited Condition Transaction or other transactions had occurred at the beginning of the most recent Test Period ending prior to the LCA Test Date for which financial statements are available, the Borrower could have taken such action on the relevant LCA Test Date in compliance with the applicable ratios or other provisions, such ratios or provisions shall be deemed to have been complied with, unless a Specified Event of Default shall be continuing on the date such Limited Condition Transaction is consummated. For the avoidance of doubt, (a) if any of such ratios or other provisions are exceeded or breached as a result of fluctuations in such ratio (including due to fluctuations in Consolidated EBITDA) or other provisions at or prior to the consummation of the relevant Limited Condition Transaction,

such ratios and other provisions will not be deemed to have been exceeded or breached solely for purposes of determining whether the Limited Condition Transaction is permitted hereunder and (b) such ratios and compliance with such conditions shall not be tested at the time of consummation of such Limited Condition Transaction or related Specified Transactions, unless on such date a Specified Event of Default shall be continuing. If the Borrower has made an LCA Election for any Limited Condition Transaction, then in connection with any subsequent calculation of any ratio or basket availability with respect to any other Specified Transaction on or following the relevant LCA Test Date and prior to the earlier of the date on which such Limited Condition Transaction is consummated or the date that the definitive agreement for such Limited Condition Transaction is terminated or expires without consummation of such Limited Condition Transaction, any such ratio or basket shall be calculated on a Pro Forma Basis assuming such Limited Condition Transaction and other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have been consummated. Notwithstanding anything in this Agreement or any Loan Document to the contrary, if the Borrower or any Restricted Subsidiary (i) incurs Indebtedness, creates Liens, makes dispositions, makes investments, makes Restricted Payments, designates any Subsidiary as a Restricted Subsidiary or an Unrestricted Subsidiary or repays any Indebtedness in connection with any Limited Condition Transaction under a ratio-based basket and (ii) incurs Indebtedness, creates Liens, makes dispositions, makes Investments, makes Restricted Payments, designates any Subsidiary as a Restricted Subsidiary or an Unrestricted Subsidiary or repays any Indebtedness in connection with such Limited Condition Transaction under a non-ratio-based basket (which shall occur within five Business Days of the events in the preceding clause (i) above), then the applicable ratio will be calculated with respect to any such action under the applicable ratio-based basket without regard to any such action under such non-ratio-based basket made in connection with such Limited Condition Transaction.

ARTICLE II

The Credits

SECTION 2.01. Term Loans and Borrowings.

- (1) Subject to the terms and conditions set forth herein, each Lender severally agrees to make to the Borrower Term Loans denominated in Dollars equal to such Lender's Commitment on the Closing Date (the "**Initial Term Loans**"). The failure of any Lender to make any Initial Term Loan required to be made by it will not relieve any other Lender of its obligations hereunder; *provided* that the Commitments of the Lenders are several and no Lender will be responsible for any other Lender's failure to make Initial Term Loans as required. Amounts paid or prepaid in respect of Initial Term Loans may not be reborrowed. A portion of the proceeds of the Initial Term Loans equal to the aggregate principal amount of the Impax Convertible Notes outstanding on the Closing Date shall be deposited by (or at the direction of) the Borrower into the Escrow Account (the "**Escrowed Funds**").

- (2) Subject to Sections 2.04(7) and 2.11, each Borrowing will be comprised entirely of ABR Loans or Eurocurrency Loans as the Borrower may request in accordance herewith. Each Lender at its option may make any ABR Loan or Eurocurrency Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Term Loan; *provided* that any exercise of such option will not affect the obligation of the Borrower to repay such Term Loan in accordance with the terms of this Agreement, and such Lender will not be entitled to any amounts payable under Section 2.12 or 2.14 solely in respect of increased costs resulting from, and existing at the time of, such exercise.
- (3) Notwithstanding anything to the contrary contained herein, the funded portion of the Initial Term Loans (i.e., the amount advanced in cash to the Borrower on the Closing Date) will be equal to 99.50% of the principal amount of such Term Loan (it being agreed that the Borrower is obligated to repay 100.00% of the principal amount of the Initial Term Loans, the Initial Term Loans will amortize based on 100.00% of the principal amount of the Initial Term Loan and interest will accrue on 100.00% of the principal amount of the Initial Term Loan, in each case as provided herein).
- (4) Notwithstanding any other provision of this Agreement, the Borrower will not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

SECTION 2.02. Request for Borrowing.

Subject to Section 4.01(2), the Borrower will deliver to the Administrative Agent a Borrowing Request not later than 12:00 p.m., New York City time, one Business Day prior to the anticipated Closing Date, requesting that the Lenders make Term Loans on the Closing Date (or such later date or time as the Administrative Agent may agree), which Borrowing Request may be conditioned on the consummation of the Acquisition. The Borrowing Request must specify:

- (1) the principal amount of Term Loans to be borrowed;
- (2) the requested date of the Borrowing (which will be a Business Day);
- (3) the Type of Term Loans to be borrowed;
- (4) in the case of a Eurocurrency Borrowing, the initial Interest Period to be applicable thereto, which will be a period contemplated by the definition of the term "Interest Period;" and
- (5) the location and number of the Borrower's account to which funds are to be disbursed (which, for the avoidance of doubt, may be provided by reference to a separate "funds flow" document).

If no election as to the Type of Borrowing is specified in the applicable Borrowing Request, then the Borrowing shall be an ABR Borrowing. If no Interest Period with respect to any Eurocurrency Borrowing is specified in the applicable Borrowing Request, then the Borrower will be deemed to have selected an Interest Period of one-month's duration. Upon receipt of such Borrowing Request, the Administrative Agent will promptly notify each Lender thereof. The proceeds of the Term Loans requested under this Section 2.02 will be disbursed by the Administrative Agent in immediately available funds by wire transfer to such bank account or accounts as designated by the Borrower in the Borrowing Request.

SECTION 2.03. Funding of Borrowings.

- (1) Each Lender will make each Term Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 10:00 a.m., New York City time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. Subject to the last sentence of Section 2.01(1), the Administrative Agent will make such Term Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an account of the Borrower as specified in the Borrowing Request.
- (2) Unless the Administrative Agent has received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (1) of this Section 2.03 and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent, forthwith on demand (without duplication) such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent at (a) in the case of such Lender, the greater of (i) the Federal Funds Rate and (ii) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (b) in the case of the Borrower, the interest rate applicable to ABR Loans at such time. If such Lender pays such amount to the Administrative Agent then such amount will constitute such Lender's Term Loan included in such Borrowing.

SECTION 2.04. Interest Elections.

- (1) Subject to Section 2.02, each Borrowing initially will be of the Type specified in the applicable Borrowing Request and, in the case of a Eurocurrency Borrowing, will 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 Eurocurrency Borrowing, may elect Interest Periods therefor, all as provided in this Section 2.04. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion will be allocated ratably among the Lenders holding the Term Loans comprising such Borrowing, and the Term Loans comprising each such portion will be considered a separate Borrowing; *provided* that the Term Loans comprising any Borrowing will be in an aggregate principal amount that is an integral multiple of \$500,000 and not less than \$1,000,000; *provided further* that there shall not be more than ten Eurocurrency Borrowings outstanding hereunder at any time.
- (2) To make an election pursuant to this Section 2.04 following the Closing Date, the Borrower will notify the Administrative Agent of such election by telephone (a) in the case of an election to convert to or continue a Eurocurrency Borrowing, not later than 2:00 p.m., New York City time, three Business Days before the effective date of such

election or (b) in the case of an election to convert to or continue an ABR Borrowing, not later than 1:00 p.m., New York City time, on the date of such election (or in each case, at such later date or time as the Administrative Agent may agree). Each such telephonic Interest Election Request will be confirmed promptly by hand delivery, facsimile transmission or e-mail to the Administrative Agent of a written Interest Election Request.

- (3) Each telephonic and written Interest Election Request will be irrevocable and will specify the following information:
 - (a) 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 (c) and (d) below will be specified for each resulting Borrowing);
 - (b) the effective date of the election made pursuant to such Interest Election Request, which will be a Business Day;
 - (c) whether the resulting Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing; and
 - (d) if the resulting Borrowing is a Eurocurrency Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which will be a period contemplated by the definition of "Interest Period."
- (4) If any such Interest Election Request requests a Eurocurrency Borrowing but does not specify an Interest Period, then the Borrower will be deemed to have selected a Eurocurrency Borrowing having an Interest Period of one month's duration.
- (5) Promptly following receipt of an Interest Election Request, the Administrative Agent will advise each applicable Lender of the details thereof and of such Lender's portion of each resulting Borrowing.
- (6) If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurocurrency Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing will be automatically converted into or continued an ABR Borrowing.
- (7) Any portion of a Borrowing maturing or required to be repaid in less than one month may not be converted into or continued as a Eurocurrency Borrowing.
- (8) Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the written request (including a request through electronic means) of the Required Lenders, so notifies the Borrower, then, so long as such Event of Default is continuing, (a) no outstanding Borrowing may be converted to or continued as a Eurocurrency Borrowing and (b) unless repaid, each Eurocurrency Borrowing will be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

SECTION 2.05. Promise to Pay; Evidence of Debt.

- (1) The Borrower hereby unconditionally promises 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 2.06.
- (2) Each Lender will maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the Borrower to such Lender resulting from each Term Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.
- (3) The Administrative Agent will maintain accounts in which it will record (a) the amount of each Term Loan made hereunder, the Type thereof and the Interest Period (if any) applicable thereto, (b) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (c) any amount received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.
- (4) The entries made in the accounts maintained pursuant to paragraph (2) or (3) of this Section 2.05 will 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 will not in any manner affect the obligation of the Borrower to repay the Term Loans in accordance with the terms of this Agreement.
- (5) Any Lender may request that Term Loans made by it be evidenced by a Note. In such event, the Borrower will prepare, execute and deliver to such Lender a Note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent and reasonably acceptable to the Borrower.

SECTION 2.06. Repayment of Term Loans.

- (1) The Borrower will repay to the Administrative Agent for the ratable account of the Lenders on the last Business Day of each fiscal quarter of the Borrower, commencing with the last Business Day of the fiscal quarter of the Borrower ending on September 30, 2018, an aggregate principal amount equal to 0.25% of the aggregate principal amount of the Initial Term Loans outstanding on the Closing Date, which payments will be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.07 or 2.08, as applicable (each such date being referred to as an “**Initial Term Loan Installment Date**”);
- (2) (a) In the event that any Incremental Term Loans are made, the Borrower will repay Borrowings consisting of Incremental Term Loans on the dates (each an “**Incremental Term Loan Installment Date**”) and in the amounts set forth in the applicable Incremental Facility Amendment, (b) in the event that any Refinancing Term Loans are made, the Borrower will repay Borrowings consisting of Refinancing Term Loans on the dates (each an “**Refinancing Term Loan Installment Date**”) and in the amounts set forth in the applicable Refinancing Amendment and (c) in the event that any Extended Term Loans are made, the Borrower will repay Borrowings consisting of Extended Term Loans on the dates (each an “**Extended Term Loan Installment Date**”) and in the amounts set forth in the applicable Extension Amendment; and

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- (3) to the extent not previously paid, all outstanding Term Loans will be due and payable on the applicable Maturity Date;

together, in each case, with accrued and unpaid interest on the principal amount to be paid to but excluding the date of such payment.

SECTION 2.07. Optional Prepayment of Term Loans. The Borrower may at any time and from time to time prepay the Term Loans in whole or in part, without premium or penalty (except as provided in Section 2.21 and subject to Section 2.13), in an aggregate principal amount, (1) in the case of Eurocurrency Loans, that is an integral multiple of \$500,000 and not less than \$1.0 million, and (2) in the case of ABR Loans, that is an integral multiple of \$100,000 and not less than \$1.0 million, or, in each case, if less, the amount outstanding. The Borrower will notify the Administrative Agent by telephone (confirmed by hand delivery, facsimile transmission or e-mail) of such election not later than 2:00 p.m., New York City time, (a) in the case of a Eurocurrency Borrowing, three Business Days before the anticipated date of such prepayment and (b) in the case of an ABR Borrowing, one Business Day before the anticipated date of such prepayment (or in each case, at such later date or time as the Administrative Agent may agree). Each such notice of prepayment will specify the prepayment date and the principal amount of each Borrowing (or portion thereof) to be prepaid. All prepayments under this Section 2.07 will be accompanied by accrued and unpaid interest on the principal amount to be prepaid to but excluding the date of payment. Any such notice may be revocable or conditioned on a refinancing of all or any portion of a Term Facility. Any optional prepayments of Term Loans pursuant to this Section 2.07 will be applied to the remaining scheduled amortization payments as directed by the Borrower (or in the absence of such direction, in direct order of maturity) and, subject to the immediately succeeding sentence, will be applied ratably to the Term Loans included in the prepaid Borrowing. Notwithstanding anything in any Loan Document to the contrary (including Section 2.15), so long as no Specified Event of Default has occurred and is continuing, and no proceeds of any ABL Loans are used to consummate any such prepayment, the Borrower may prepay Term Loans of one or more Class on a non-pro rata basis at or below par in accordance with the Dutch Auction Procedures.

SECTION 2.08. Mandatory Prepayment of Term Loans.

- (1) Subject to Sections 2.08(6), 2.08(8) and 2.08(9), the Borrower will apply 100% of all Net Cash Proceeds received by it or any of its Restricted Subsidiaries in an Asset Sale made pursuant to the General Asset Sale Basket (other than any ABL Priority Collateral Asset Sale) or any Sale Leaseback Transaction to prepay Term Loans within ten Business Days following receipt of such Net Cash Proceeds; *provided* that:
- (a) if at the time that any such prepayment would be required, the Borrower is required to, or to offer to, repurchase, redeem, repay or prepay any Pari Passu Lien Debt or ABL Loans (any such Pari Passu Lien Debt and ABL Loans, “*Other Applicable Indebtedness*”) with such Net Cash Proceeds, then the Borrower may

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- apply such Net Cash Proceeds to redeem, repurchase, repay or prepay Term Loans and Other Applicable Indebtedness (in the case of any revolving facilities to the extent accompanied by a permanent reduction of the corresponding commitment) on a *pro rata* basis (or more favorable basis from the perspective of the applicable Lenders) and the amount of prepayment of the Term Loans that would have otherwise been required pursuant to this Section 2.08(1) will be reduced accordingly;
- (b) for purposes of the preceding clause (a), *pro rata* basis will be determined on the basis of the aggregate outstanding principal amount of the Term Loans and Other Applicable Indebtedness outstanding at such time, with it being agreed that the portion of such Net Cash Proceeds allocated to the Other Applicable Indebtedness will not exceed the amount of such Net Cash Proceeds required to be allocated to the Other Applicable Indebtedness pursuant to the terms thereof, and the remaining amount, if any, of such Net Cash Proceeds will be allocated to the prepayment of the Term Loans (in accordance with the terms hereof) to the extent such Net Cash Proceeds would otherwise have been required to be so applied if such Other Applicable Indebtedness was not then outstanding; and
 - (c) to the extent the holders of Other Applicable Indebtedness decline to have such Indebtedness repurchased, redeemed, repaid or prepaid, the declined amount will promptly (and in any event within ten 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 Net Cash Proceeds would otherwise have been required to be so applied if such Other Applicable Indebtedness was not then outstanding).
- (2) Subject to Section 2.08(6) and 2.08(9), commencing with the fiscal year ending December 31, 2019, not later than five Business Days after the Financial Officer certificate pursuant to Section 5.04(3) for the corresponding Excess Cash Flow Period shall have been delivered or required to be delivered, the Borrower will apply the following amount to the prepayment of Term Loans:
- (a) the Required Percentage of such Excess Cash Flow (if any); *minus*
 - (b) the sum of:
 - (i) voluntary prepayments of Term Loans and Pari Passu Lien Debt (including those made through debt buybacks and in the case of below-par buybacks in an amount equal to the discounted amount actually paid in cash in respect thereof), in each case other than revolving Indebtedness; and
 - (ii) loans under the ABL Credit Agreement, any ABL Incremental Facility or other revolving Pari Passu Lien Debt (to the extent accompanied by a corresponding reduction in the commitments);

in each case, (x) during such Excess Cash Flow Period or following the end of such Excess Cash Flow Period and prior to the date of delivery of such Financial Officer certificate (*provided* that, with respect to any such amount following the end of such Excess Cash Flow Period, such amount is not included in any subsequent calculation pursuant to this clause (b)) and (y) to the extent such prepayments are not funded with the proceeds of Funded Debt; *provided* that no such payment shall be required if such amount is equal to or less than \$15,000,000; *provided*, *further*, that:

(A) if at the time that any such prepayment would be required, the Borrower is required to, or to offer to, repurchase, redeem, repay or prepay any Pari Passu Lien Debt with all or a portion of such Excess Cash Flow (any such Pari Passu Lien Debt, “**Other Applicable ECF Indebtedness**”), then the Borrower may apply such Excess Cash Flow to redeem, repurchase, repay or prepay Term Loans and Other Applicable ECF Indebtedness (in the case of any revolving facilities, to the extent accompanied by a permanent reduction of corresponding commitments) on a *pro rata* basis (or more favorable basis from the perspective of the applicable Lenders) and the amount of prepayment of the Term Loans that would have otherwise been required pursuant to this Section 2.08(2) will be reduced accordingly;

(B) for purposes of the preceding clause (A), *pro rata* basis will be determined on the basis of the aggregate outstanding principal amount of the Term Loans and Other Applicable ECF Indebtedness outstanding at such time, with it being agreed that the portion of such Excess Cash Flow allocated to the Other Applicable ECF Indebtedness will not exceed the amount of such Excess Cash Flow required to be allocated to the Other Applicable ECF Indebtedness pursuant to the terms thereof, and the remaining amount, if any, of such Excess Cash Flow will be allocated to the prepayment of the Term Loans in accordance with the terms hereof (to the extent such Excess Cash Flow would otherwise have been required to be so applied if such Other Applicable ECF Indebtedness was not then outstanding); and

(c) to the extent the holders of Other Applicable ECF Indebtedness decline to have such indebtedness repurchased, repaid or prepaid, the declined amount will promptly (and in any event within ten 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 Excess Cash Flow would otherwise have been required to be so applied if such Other Applicable ECF Indebtedness was not then outstanding).

(3) On the date that is the earlier of (x) 45 Business Days following the Closing Date and (y) the date of settlement of the Specified Tender Offer (such earlier date, the “**Specified Tender Offer Prepayment Date**”), the Borrower will prepay the Term Loans in an amount equal to the aggregate outstanding principal amount of any Impax Convertible Notes, if any, on the Specified Tender Offer Prepayment Date after giving effect to the Specified Tender Offer, if any.

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- (4) The Borrower will apply 100% of the Net Cash Proceeds from the incurrence, issuance or sale by the Borrower or any Restricted Subsidiary of any Indebtedness that is not Excluded Indebtedness to the prepayment of Term Loans, on or prior to the date which is five Business Days after the receipt of such Net Cash Proceeds.
- (5) Except as may otherwise be set forth in any Permitted Amendment to the extent permitted by the terms hereof, (a) each prepayment of Term Loans pursuant to Section 2.08(1), (2), (3) and (4) will be applied ratably to each Class of Term Loans then outstanding, (b) with respect to each Class of Loans, each prepayment pursuant to Section 2.08(1), (2), (3) and (4) will be applied to the then remaining scheduled installments of principal thereof pursuant to Section 2.06 as directed by the Borrower (and absent such direction, in direct order of maturity), and (c) each such prepayment shall be paid to the Lenders in accordance with their respective proportionate shares (based on each such Lender's participation in the Term Loans prepaid).
- (6) Notwithstanding anything in this Section 2.08 to the contrary, any Lender may elect, by notice to the Administrative Agent by telephone (confirmed by hand delivery, facsimile transmission or e-mail) at least two Business Days prior to the required prepayment date, to decline all or any portion of any mandatory prepayment of its Term Loans pursuant to this Section 2.08 (other than clauses (3) and (4) of this Section 2.08), in which case the aggregate amount of the prepayment that would have been applied to prepay Term Loans but was so declined will be retained by the Borrower and applied for any permitted purpose hereunder. Such prepayments will be applied on a *pro rata* basis to the then outstanding Term Loans being prepaid irrespective of whether such outstanding Term Loans are ABR Loans or Eurocurrency Loans.
- (7) The Borrower will deliver to the Administrative Agent, at the time of each prepayment required under this Section 2.08, (a) a certificate signed by a Financial Officer of the Borrower setting forth in reasonable detail the calculation of the amount of such prepayment and (b) to the extent practicable, at least three (3) Business Days prior written notice of such prepayment. Each notice of prepayment shall specify the prepayment date, the Type of each Term Loan being prepaid and the principal amount of each Term Loan (or portion thereof) to be prepaid. Prepayment of the Term Loans pursuant to this Section 2.08 will be made without premium or penalty, accompanied by accrued and unpaid interest on the principal amount to be prepaid to but excluding the date of payment. No payments under Section 2.13 will be required in connection with a prepayment of Term Loans pursuant to this Section 2.08.
- (8) With respect to any Net Cash Proceeds received with respect to any Asset Sale that gives rise to a prepayment event pursuant to Section 2.08(1), at the option of the Borrower, the Borrower may (in lieu of making a prepayment pursuant to Section 2.08(1)) elect to reinvest (directly, or through one or more of its Restricted Subsidiaries) an amount equal to all or any portion of such Net Cash Proceeds (the "**Reinvestment Deferred Amount**") in assets used or useful for the business of the Borrower and its Restricted Subsidiaries (a) within eighteen (18) months following receipt of such Net Cash Proceeds or (b) if the Borrower or any of its Restricted Subsidiaries enters into a legally binding commitment to reinvest such Net Cash Proceeds within eighteen (18) months following receipt of such Net Cash Proceeds, no later than one hundred and eighty (180) days after the end of such eighteen month period.

(9) Notwithstanding any provisions of this Section 2.08 to the contrary,

- (a) to the extent that a Responsible Officer of the Borrower has reasonably determined in good faith in consultation with the Administrative Agent that any or all of the Net Cash Proceeds or Excess Cash Flow giving rise to a prepayment event pursuant to Section 2.08(1), (2) or (4) is prohibited or delayed by applicable local law from being repatriated to the United States, the portion of such Net Cash Proceeds or Excess Cash Flow so affected will not be required to be applied to prepay Term Loans at the times provided in this Section 2.08, but may be retained by the Borrower or the applicable Subsidiary for so long, but only so long, as the applicable local law will not permit repatriation to the United States. Once such repatriation of any of such affected Net Cash Proceeds or Excess Cash Flow is permitted under the applicable local law, such repatriation will be effected promptly and such repatriated Net Cash Proceeds or Excess Cash Flow will be promptly applied (net of additional taxes payable or reserved against as a result thereof) to the prepayment of the Term Loans pursuant to this Section 2.08 to the extent provided herein; *provided* that the Borrower hereby agrees, and will cause any applicable Subsidiary, to promptly take all commercially reasonable actions required by applicable local law to permit any such repatriation; or
- (b) to the extent that a Responsible Officer of the Borrower has reasonably determined in good faith in consultation with the Administrative Agent that repatriation of any of or all the Net Cash Proceeds or Excess Cash Flow giving rise to a prepayment event pursuant to this Section 2.08 would have an adverse tax cost consequence,

then in each case the Net Cash Proceeds or Excess Cash Flow so affected will not be required to be applied to prepay Term Loans at the times provided in this Section 2.08, but may be retained by the Borrower or the applicable Subsidiary without being repatriated. The non- application of Net Cash Proceeds as a consequence of this Section will not constitute an Event of Default under this Agreement. Such amounts shall not be deemed to be Net Cash Proceeds, regardless of whether the limitations set forth above in clauses (a) or (b) cease to apply after such initial determination.

For purposes of this Section 2.08(9), references to “law” mean, with respect to any Person, (A) the common law and any federal, state, local, foreign, multinational or international statutes, laws, treaties, judicial decisions, standards, rules and regulations, guidances, guidelines, ordinances, rules, judgments, writs, orders, decrees, codes, plans, injunctions, permits, concessions, grants, franchises, governmental agreements and governmental restrictions (including administrative or judicial precedents or authorities), in each case whether now or hereafter in effect, and (B) the interpretation or administration thereof by, and other determinations, directives, requirements or requests of, any Governmental Authority, in each case whether or not having the force of law and that are applicable to or binding (or purported to be binding) upon such Person, its Subsidiaries or any of its or their property or to which such Person, any of its Subsidiaries or any of its or their property is subject (or purported to be subject).

SECTION 2.09. Fees.

- (1) The Borrower agrees to pay to the Administrative Agent, for its own account, the “Agency Fee” in respect of the Term Facility set forth in the Agency Fee Letter at the times and on the terms specified therein or in such other amounts and at such other times as may be separately agreed in writing by the Administrative Agent and the Borrower from time to time (the “*Administrative Agent Fees*”).
- (2) All Fees will be paid on the dates due and payable, in immediately available funds, to the Administrative Agent at the Payment Office for distribution, if and as appropriate, among the Lenders. Once paid, none of the Fees will be refundable under any circumstances (except as expressly agreed between the Borrower and the Administrative Agent, including pursuant to the Agency Fee Letter).

SECTION 2.10. Interest.

- (1) The Term Loans comprising each ABR Borrowing will bear interest at the ABR *plus* the Applicable Margin.
- (2) The Term Loans comprising each Eurocurrency Borrowing will bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing *plus* the Applicable Margin.
- (3) Following the occurrence and during the continuation of a Specified Event of Default, the Borrower will pay interest on overdue amounts hereunder at a rate per annum equal to (a) in the case of overdue principal of, or interest on, any Term Loan, 2.0% *plus* the rate otherwise applicable to such Term Loan as provided in the preceding paragraphs of this Section 2.10 or (b) in the case of any other overdue amount, 2.0% *plus* the rate applicable to ABR Loans as provided in clause (1) of this Section 2.10.
- (4) Accrued interest on each Term Loan will be payable in arrears (a) on each Interest Payment Date for such Term Loan and (b) on the applicable Maturity Date; *provided* that (i) interest accrued pursuant to paragraph (3) of this Section 2.10 will be payable on demand, (ii) in the event of any repayment or prepayment of any Term Loan, accrued interest on the principal amount repaid or prepaid will be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurocurrency Loan prior to the end of the current Interest Period therefor, accrued interest on such Term Loan will be payable on the effective date of such conversion.
- (5) All interest hereunder will be computed on the basis of a year of 360 days, except that interest computed by reference to the ABR at times when the ABR is based on the prime rate, will be computed on the basis of a year of 365 days (or 366 days in a leap year), and, in each case, will be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable ABR, Adjusted LIBO Rate or LIBO Rate will be determined by the Administrative Agent, and such determination will be conclusive absent manifest error.

SECTION 2.11. Alternate Rate of Interest.

- (1) If prior to the commencement of any Interest Period for a Eurocurrency Borrowing:
- (a) the Administrative Agent determines (which determination will be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or the LIBO Rate, as applicable (including because the LIBO Screen Rate is not available or published on a current basis), for such Interest Period; or
 - (b) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate or the LIBO Rate, as applicable, for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Term Loans included in such Borrowing for such Interest Period;

then the Administrative Agent will give notice thereof to the Borrower and the Lenders by telephone, facsimile transmission or e-mail as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (a) any Interest Election Request that requests the conversion of any applicable Borrowing to, or continuation of any such Borrowing as, a Eurocurrency Borrowing will be ineffective and such Borrowing will be converted to or continued as on the last day of the Interest Period applicable thereto an ABR Borrowing and (b) if any Borrowing Request requests a Eurocurrency Borrowing, such Borrowing will be made as an ABR Borrowing.

- (2) If at any time the Administrative Agent determines (which determination shall be conclusive absent manifest error) that (i) the circumstances set forth in clause (1)(a) have arisen and such circumstances are unlikely to be temporary or (ii) the circumstances set forth in clause (1)(a) have not arisen but the supervisor for the administrator of the LIBO Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the LIBO Screen Rate shall no longer be used for determining interest rates for loans, then the Administrative Agent and the Borrower shall endeavor to establish an alternate rate of interest to the LIBO Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time, and shall enter into an amendment (or amendment and restatement) to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable (but for the avoidance of doubt, such related changes shall not include a reduction of the Applicable Rate); *provided* that, if such alternate rate of interest as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement. Notwithstanding anything to the contrary in Section 10.08, such amendment (or amendment and restatement) shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within five Business Days of the date

notice of such alternate rate of interest is provided to the Lenders, a written notice from the Required Lenders of any Class stating that such Required Lenders object to such amendment (or amendment and restatement); *provided* that any such objection will only be effective with respect to the applicable Class of Term Loans. Until an alternate rate of interest shall be determined in accordance with this clause (2) (but, in the case of the circumstances described in clause (ii) of the first sentence of this Section 2.11(2), only to the extent the LIBO Screen Rate for such Interest Period is not available or published at such time on a current basis), (x) any Interest Election Request that requests the conversion of any applicable Borrowing to, or continuation of any such Borrowing as, a Eurocurrency Borrowing will be ineffective and (y) if any Borrowing Request requests a Eurocurrency Borrowing, such Borrowing shall be made as an ABR Borrowing; *provided* that, if such alternate rate of interest shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

SECTION 2.12. Increased Costs.

- (1) If any Change in Law:
 - (a) imposes, modifies or deems applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate);
 - (b) imposes on any Lender or the London interbank market any other condition (other than Taxes) affecting this Agreement or Eurocurrency Loans made by such Lender; or
 - (c) subjects any Recipient to any Taxes (other than (i) Indemnified Taxes and (ii) Excluded Taxes) on its loans, loan principal, letters of credit, commitments or other obligations, or deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing is to increase the cost to such Lender of making or maintaining any Eurocurrency Loan (or of maintaining its obligation to make any such Term Loan) or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or otherwise), then the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

- (2) 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 Term Loans made by such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy or liquidity), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

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- (3) 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 paragraph (1) or (2) of this Section 2.12 will be delivered to the Borrower and will be conclusive absent manifest error. The Borrower will pay such Lender the amount shown as due on any such certificate within ten days after receipt thereof.
 - (4) Promptly after any Lender has determined that it will make a request for increased compensation pursuant to this Section 2.12, such Lender will notify the Borrower thereof. Failure or delay on the part of any Lender to demand compensation pursuant to this Section 2.12 will not constitute a waiver of such Lender's right to demand such compensation; *provided* that the Borrower will not be required to compensate a Lender pursuant to this Section 2.12 for any increased costs or reductions incurred more than 180 days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; *provided, further*, that if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180 day period referred to above will be extended to include the period of retroactive effect thereof.

SECTION 2.13. Break Funding Payments. Except as otherwise set forth herein, the Borrower will compensate each Lender for the actual loss, cost and expense (excluding loss of anticipated profits) attributable to the following events:

- (1) the payment of any principal of any Eurocurrency Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default);
- (2) the conversion of any Eurocurrency Loan other than on the last day of the Interest Period applicable thereto;
- (3) the failure to borrow, convert, continue or prepay any Eurocurrency Loan on the date specified in any notice delivered pursuant hereto; or
- (4) the assignment of any Eurocurrency Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.16.

A certificate of any Lender setting forth in reasonable detail any amount or amounts that such Lender is entitled to receive pursuant to this Section 2.13 will be delivered to the Borrower and will be conclusive absent manifest error. The Borrower will pay such Lender the amount shown as due on any such certificate within ten days after receipt thereof.

SECTION 2.14. Taxes.

- (1) Any and all payments by or on account of any obligation of any Loan Party hereunder will be made free and clear of and without deduction for any Indemnified Taxes; *provided* that if a Loan Party is required to deduct any Indemnified Taxes from such payments, then (a) the sum payable will be increased as necessary so that after making all

required deductions (including deductions applicable to additional sums payable under this Section 2.14) the Administrative Agent or any Lender, as applicable, receives an amount equal to the amount it would have received had no such deductions been made, (b) such Loan Party will make such deductions and (c) such Loan Party will timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

- (2) In addition, the Loan Parties will pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.
- (3) Each Loan Party will, jointly and severally, indemnify the Administrative Agent and each Lender, within ten days after written demand therefor, for the full amount of any Indemnified Taxes paid by the Administrative Agent or such Lender (other than as a result of the Administrative Agent's or any Lender's gross negligence or willful misconduct), on or with respect to any payment by or on account of any obligation of such Loan Party hereunder (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.14) and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to such Loan Party by a Lender, or by the Administrative Agent on its own behalf or on behalf of a Lender, will be conclusive absent manifest error.
- (4) As soon as practicable after any payment of Indemnified Taxes by a Loan Party to a Governmental Authority, such Loan Party will deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.
- (5)
 - (a) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document will deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, will deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Sections 2.14(5)(b), 2.14(5)(c) and 2.14(6) below) will not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

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- (b) Without limiting the effect of Section 2.14(5)(a) above, each Foreign Lender will deliver to the Borrower and the Administrative Agent on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), two original copies of whichever of the following is applicable:
- (i) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States of America is a party, (A) with respect to payments of interest under any Loan Document, executed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (or any subsequent versions thereof or successors thereto) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “interest” article of such tax treaty and (B) with respect to any other applicable payments under any Loan Document, Internal Revenue Service Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “business profits” or “other income” article of such tax treaty;
 - (ii) duly completed copies of Internal Revenue Service Form W-8ECI (or any subsequent versions thereof or successors thereto);
 - (iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 871(h) or 881(c) of the Code, (A) a certificate substantially in the form of the applicable Exhibit F-1 to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of the Borrower within the meaning of Section 871(h)(3) or 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “***U.S. Tax Compliance Certificate***”) and (B) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (or any subsequent versions thereof or successors thereto);
 - (iv) to the extent a Foreign Lender is not the beneficial owner, executed copies of Internal Revenue Service Form W-8IMY, accompanied by Internal Revenue Service Form W-8ECI, Internal Revenue Service Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit F-2 or Exhibit F-3, Internal Revenue Service Form W-9, and/or other certification documents from each beneficial owner, as applicable; *provided* that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit F-4 on behalf of each such direct and indirect partner; or

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- (v) any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in United States federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made.

In addition, in each of the foregoing circumstances, each Foreign Lender will deliver such forms, if legally entitled to deliver such forms, promptly upon the obsolescence, expiration or invalidity of any form previously delivered by such Foreign Lender. Each Foreign Lender will promptly notify the Borrower and the Administrative Agent at any time it determines that it is no longer in a position to provide any previously delivered certificate to the Borrower (or any other form of certification adopted by the United States of America or other taxing authorities for such purpose). In addition, each Lender that is not a Foreign Lender will deliver to the Borrower and the Administrative Agent two copies of Internal Revenue Service Form W-9 (or any subsequent versions thereof or successors thereto) on or before the date such Lender becomes a party and upon the expiration of any form previously delivered by such Lender. Notwithstanding any other provision of this paragraph, a Lender will not be required to deliver any form pursuant to this paragraph (5) that such Lender is not legally able to deliver.

- (c) JPM, in its capacity as the Administrative Agent (and any Person succeeding the Administrative Agent upon assignment or succession under Section 9.09, if applicable) will also deliver to the Borrower, on or prior to the execution and delivery of this Agreement, (i) two duly completed copies of Internal Revenue Service form W-9 with respect to any amounts payable to JPM for its own account (or other withholding certification as appropriate) and (ii) if applicable, two duly completed copies of Internal Revenue Service Form W-8IMY certifying that it is a "U.S. branch" and that the payments it receives for the account of others are not effectively connected with the conduct of its trade or business in the United States and that it is using such form as evidence of its agreement with the Borrower to be treated as a United States person with respect to such payments, with the effect that the Borrower can make payments to JPM (acting as the Administrative Agent) without deduction or withholding of any taxes imposed by the United States.
- (6) If a payment made to a Recipient under any Loan Document would be subject to a Tax imposed by FATCA if such Recipient 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 Recipient will deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative

Agent to comply with their obligations under FATCA and to determine that such Recipient has complied with such Recipient's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (6), "FATCA" will include any amendments made to FATCA after the date of this Agreement.

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

- (7) If the Administrative Agent or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund (including a credit in lieu of a refund) of any Indemnified Taxes or Other Taxes as to which it has been indemnified by a Loan Party or with respect to which such Loan Party has paid additional amounts pursuant to this Section 2.14, it will pay over reasonably promptly such refund to such Loan Party (but only to the extent of indemnity payments made, or additional amounts paid, by such Loan Party under this Section 2.14 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender (including any Taxes imposed with respect to such refund) as is determined by the Administrative Agent or such Lender in good faith, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided* that such Loan Party, upon the request of the Administrative Agent or such Lender, agrees to repay as soon as reasonably practicable the amount paid over to such Loan Party (*plus* any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. This Section 2.14(7) will not be construed to require the Administrative Agent or any Lender to make available its Tax returns (or any other information relating to its Taxes which it deems, in good faith, to be confidential) to the Loan Parties or any other Person.
- (8) Each party's obligations under this Section 2.14 will survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.
- (9) For purposes of this Section 2.14, the term "applicable law" includes FATCA.

SECTION 2.15. Payments Generally; Pro Rata Treatment; Sharing of Set-offs .

- (1) Unless otherwise specified, the Borrower will make each payment required to be made by it hereunder (whether of principal, interest, fees or otherwise) prior to 2:00 p.m., New York City time, at the Payment Office, except that (unless the Borrower, the Administrative Agent and the applicable Persons otherwise agree) payments pursuant to Sections 2.12, 2.13, 2.14 and 10.05 will be made directly to the Persons entitled thereto, on the date when due. All payments shall be 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. The Administrative Agent will distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof and will make settlements with the Lenders with respect to other payments at the times and in the manner provided in this Agreement. Except as otherwise provided herein, if any payment hereunder is due on a day that is not a Business Day, the date for payment will be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon will be payable for the period of such extension. Any payment required to be made by the Administrative Agent hereunder will be deemed to have been made by the time required if the Administrative Agent, at or before such time, has 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.

- (2) Except as otherwise provided in this Agreement, if (a) at any time insufficient funds are received by and available to the Administrative Agent from the Borrower to pay fully all amounts of principal, interest and fees then due from the Borrower hereunder or (b) at any time an Event of Default shall have occurred and be continuing and the Administrative Agent will receive proceeds of Term Priority Collateral in connection with the exercise of remedies, such funds will be applied in accordance with Section 5.02 of the Collateral Agreement (subject to the application of proceeds provisions contained in the Intercreditor Agreement (as applicable)).
- (3) Except as otherwise provided in this Agreement, if any Lender, by exercising any right of set-off or counterclaim or otherwise, obtains payment in respect of any principal of or interest on any of its Class of Term Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Class of Term Loans than the proportion received by any other Lender in such Class, then the Lender receiving such greater proportion will purchase (for cash at face value) participations in the Term Loans of such Class of other Lenders in such Class to the extent necessary so that the benefit of all such payments will be shared by the Lenders in such Class ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Term Loans of such Class; *provided* that (a) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations will be rescinded and the purchase price restored to the extent of such recovery, without interest, and (b) the provisions of this paragraph (3) will 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 Term 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.

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- (4) Unless the Administrative Agent has received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.
 - (5) If any Lender fails to make any payment required to be made by it pursuant to Section 2.03(1) or 2.15(3), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under Section 2.03(1) or 2.15(3), as applicable, until all such unsatisfied obligations are fully paid.

SECTION 2.16. Mitigation Obligations: Replacement of Lenders .

- (1) If any Lender requests compensation under Section 2.12, 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 2.14, then such Lender will use reasonable efforts to designate a different lending office for funding or booking its Term Loans hereunder or 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 (a) would eliminate or reduce amounts payable pursuant to Section 2.12 or 2.14, as applicable, in the future and (b) 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.
- (2) If any Lender requests compensation under Section 2.12 or is a Defaulting Lender, 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 2.14, then the Borrower may, at its sole expense, upon notice to such Lender and the Administrative Agent, either (a) prepay such Lender's outstanding Term Loans hereunder in full on a non- *pro rata* basis without premium or penalty (including with respect to the processing and recordation fee referred to in Section 10.04(2)(b)(ii)) or (b) require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 10.04), all its interests, rights and obligations under this Agreement to an assignee that will assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); *provided* that (i) in the case of clause (b) above, the Borrower has received the prior written consent of the Administrative Agent, which consent will not unreasonably be withheld, if a consent by the Administrative Agent

would be required under Section 10.04 for an assignment of Term Loans to such assignee, (ii) such Lender has received payment of an amount equal to the outstanding principal of its Term Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.12 or payments required to be made pursuant to Section 2.14, such assignment will result in a reduction in such compensation or payments. No action by or consent of the Defaulting Lender will be necessary in connection with such removal or assignment. In connection with any such assignment, the Borrower, the Administrative Agent, the Defaulting Lender and the replacement Lender will otherwise comply with Section 10.04; *provided* that if such Defaulting Lender does not comply with Section 10.04 within three Business Days after the Administrative Agent's or the Borrower's request, compliance with Section 10.04 will not be required to effect such assignment. Nothing in this Section 2.16 will be deemed to prejudice any rights that the Borrower may have against any Lender that is a Defaulting Lender.

- (3) If any Lender (such Lender, a “***Non-Consenting Lender***”) has failed to consent to a proposed amendment, waiver, discharge or termination that, pursuant to the terms of Section 10.08, requires the consent of such Lender and with respect to which the Required Lenders have granted their consent, then the Borrower will have the right (unless such Non-Consenting Lender grants such consent) at its sole expense, to either (a) prepay such Lender's outstanding Term Loans hereunder in full on a non- *pro rata* basis without premium or penalty (including with respect to the processing and recordation fee referred to in Section 10.04(2)(b)(ii) or (b) replace such Non-Consenting Lender by deeming such Non-Consenting Lender to have assigned its Term Loans and its Commitments hereunder to one or more assignees reasonably acceptable to the Administrative Agent if a consent by the Administrative Agent would be required under Section 10.04 for an assignment of Term Loans to such Assignee; *provided* that (i) all Obligations of the Borrower owing to such Non-Consenting Lender (including accrued Fees and any amounts due under Section 2.12, 2.13 or 2.14) being removed or replaced will be paid in full to such Non-Consenting Lender concurrently with such removal or assignment and (ii) in the case of clause (b) above, such Non-Consenting Lender will have received payment of an amount equal to the principal amount thereof *plus* accrued and unpaid interest thereon. No action by or consent of the Non-Consenting Lender will be necessary in connection with such removal or assignment, in the case of clause (b) above, which shall be immediately and automatically effective upon payment of such purchase price. In connection with any such assignment, the Borrower, the Administrative Agent, such Non-Consenting Lender and the replacement Lender will otherwise comply with Section 10.04; *provided* that if such Non-Consenting Lender does not comply with Section 10.04 within three Business Days after the Administrative Agent's or the Borrower's request, compliance with Section 10.04 will not be required to effect such assignment.

SECTION 2.17. Illegality. If any Lender reasonably determines that any change in law has made it unlawful, or if any Governmental Authority has asserted after the Closing Date that it is unlawful, for any Lender or its applicable lending office to make or maintain any Eurocurrency Loans, then, upon notice thereof by such Lender to the Borrower

through the Administrative Agent, any obligations of such Lender to make or continue Eurocurrency Loans or to convert ABR Borrowings to Eurocurrency Borrowings will be suspended 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, the Borrower will upon demand from such Lender (with a copy to the Administrative Agent), either convert all Eurocurrency Borrowings of such Lender to ABR Borrowings, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurocurrency Borrowings to such day, or immediately, if such Lender may not lawfully continue to maintain such Term Loans. Upon any such prepayment or conversion, the Borrower will also pay accrued interest on the amount so prepaid or converted.

SECTION 2.18. Incremental Facilities.

- (1) Notice. At any time and from time to time, on one or more occasions, subject to the terms and conditions set forth herein, the Borrower may, by notice to the Administrative Agent, increase the aggregate principal amount of any outstanding tranche of Term Loans or add one or more additional tranches of term loans under the Loan Documents (the “**Incremental Term Loans**;Incremental Facility”).
- (2) Ranking. Incremental Facilities will rank either *pari passu* or junior in right of payment with the Initial Term Loans and will be either unsecured or secured by Liens that secure the Initial Term Loans on a *pari passu* or junior basis, in each case as set forth in the applicable Incremental Facility Amendment.
- (3) Size. The aggregate principal amount of Incremental Facilities incurred pursuant to this Section 2.18 together with the aggregate principal amount of Incremental Equivalent Term Debt incurred pursuant to Section 6.01(1) will not exceed, in the aggregate, an amount equal to (a) the Incremental Fixed Amount *plus* (b) the Incremental Ratio Amount (the sum of the Incremental Fixed Amount and the Incremental Ratio Amount, the “**Incremental Amount**”). Calculation of the Incremental Amount shall be made on a Pro Forma Basis and evidenced by a certificate from a Responsible Officer of the Borrower demonstrating such calculation in reasonable detail. Each Incremental Facility Amendment executed in connection with an Incremental Facility will identify whether all or any portion of such Incremental Facility is being incurred pursuant to the Incremental Fixed Amount, the Incremental Ratio Amount or a combination thereof. If the Borrower incurs Indebtedness under an Incremental Facility (or Incremental Equivalent Term Debt) using the Incremental Fixed Amount on the same date that it incurs any such Indebtedness using the Incremental Ratio Amount, the Incremental Ratio Amount will be calculated without regard to any incurrence of indebtedness under the Incremental Fixed Amount. Unless the Borrower elects otherwise, each incurrence of Incremental Facility (or Incremental Equivalent Term Debt) will be deemed incurred first as Incremental Ratio Amount to the extent permitted, with any balance incurred under the Incremental Fixed Amount. The Borrower may classify, and may later reclassify, indebtedness incurred under an Incremental Facility (or any Incremental Equivalent Term Debt) as incurred as, and in reliance on, the Incremental Fixed Amount, Incremental Ratio Amount, or both, on the date of incurrence and thereafter, to the extent permitted on the date of classification (or the date of any such reclassification). Each Incremental Facility

will be in an integral multiple of \$1,000,000 and in an aggregate principal amount that is not less than \$10,000,000 (or such lesser minimum amount approved by the Administrative Agent in its reasonable discretion); *provided* that such amount may be less than such minimum amount or integral multiple amount without the Administrative Agent's consent if such amount represents all the remaining availability under the Incremental Amount at such time.

- (4) Incremental Lenders. Incremental Term Loans may be provided by any existing Lender (it being understood that no existing Lender will have an obligation to provide Incremental Term Loans) or any Additional Lender. While existing Lenders may (but are not obligated unless invited and so elect) participate in any syndication of an Incremental Facility and may (but are not obligated unless invited and so elect) become lenders with respect thereto, the existing Lenders will not have any right to participate in any syndication of, and will not have any right of first refusal or other right to provide all or any portion of, any Incremental Facility or Incremental Term Loan except to the extent the Borrower and the arrangers thereof, if any, in their discretion, choose to invite or include any such existing Lender (which may or may not apply to all existing Lenders and may or may not be pro rata among existing Lenders). Final allocations in respect of any Incremental Facilities will be made by the Borrower together with the arrangers thereof, if any, in their discretion, in accordance with this Section 2.18.
- (5) Incremental Facility Amendments: Use of Proceeds. Each Incremental Facility will become effective pursuant to an amendment (which may, at the option of the Administrative Agent and the Borrower, be in the form of an amendment and restatement) (each, an “**Incremental Facility Amendment**”) to this Agreement and, as appropriate, the other Loan Documents, executed by the Borrower, the Administrative Agent and, with respect to any amendment (or amendment and restatement) of this Agreement, each Lender or Additional Lender providing such Incremental Facility (the “**Incremental Lenders**”). The Administrative Agent will promptly notify each Lender as to the effectiveness of each Incremental Facility Amendment. Incremental Facility Amendments may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.18 and to make an Incremental Term Loan fungible (including for tax purposes) with other Term Loans (subject to the limitations under paragraphs (7) and (8) of this Section 2.18). Without limiting the foregoing, an Incremental Facility Amendment may, without the consent of any other Lenders, (a) extend or add “call protection” to any existing tranche of Term Loans, including in the form of amendments to Section 2.21, and (b) amend the schedule of amortization payments relating to any existing tranche of Term Loans, including in the form of amendments to Section 2.06 (*provided*, that any such amendment shall not decrease any amortization payment to any Lender that would have otherwise been payable to such Lender prior to the effectiveness of the applicable Incremental Facility Amendment), in the case of each clause (a) and (b), so that such Incremental Term Loans and the applicable existing Term Loans form the same Class of Term Loans; *provided*, that such amendments are not materially adverse to the existing Lenders (as determined in good faith by the Borrower). Each of the parties hereto hereby agrees that, upon the

effectiveness of any Incremental Facility Amendment, this Agreement and the other Loan Documents, as applicable, will be deemed amended (or amended and restated) to the extent (but only to the extent) necessary to reflect the existence and terms of the Incremental Facility and the Incremental Term Loans evidenced thereby. This Section 2.18 shall supersede any provisions in Section 2.15 or 10.08 to the contrary. The Borrower and its Restricted Subsidiaries may use the proceeds of the Incremental Term Loans for any purpose not prohibited by this Agreement.

- (6) Conditions. The availability of Incremental Term Loans will be subject solely to the following conditions, subject, for the avoidance of doubt, to Section 1.09, measured on the date of the initial borrowing under (or, as applicable pursuant to Section 1.09, receipt of commitments with respect to) any such Incremental Facility:
- (a) no Event of Default shall have occurred and be continuing on the date such Incremental Term Loans are incurred or would exist immediately after giving effect thereto; *provided* that the condition set forth in this clause (a) may be waived or not required (other than with respect to any Specified Event of Default) by the Persons providing such Incremental Facilities if the proceeds of the initial Borrowings under such Incremental Facilities will be used to finance, in whole or in part, a Permitted Acquisition or other Investment permitted hereunder;
 - (b) the representations and warranties in the Loan Documents will be true and correct in all material respects (except for representations and warranties that are already qualified by materiality, which representations and warranties will be accurate in all respects) immediately prior to, and immediately after giving effect to, the incurrence of such Incremental Term Loans; *provided* that the condition set forth in this clause (b) may be waived or not required (other than with respect to the Specified Representations) if the proceeds of the initial Borrowings under such Incremental Facilities will be used to finance, in whole or in part, a Permitted Acquisition or other Investment permitted hereunder; and
 - (c) such other conditions (if any) as may be required by the Incremental Lenders providing such Incremental Term Loans, unless such other conditions are waived by such Incremental Lenders;
- (7) Terms. Each Incremental Facility Amendment will set forth the amount and terms of the relevant Incremental Facility. The terms of each Incremental Facility will be as agreed between the Borrower and the Incremental Lenders providing such Incremental Term Loans; *provided* that:
- (a) the final maturity date of such Incremental Term Loans will be no earlier than the Latest Maturity Date of the Initial Term Loans;
 - (b) the Weighted Average Life to Maturity of such Incremental Term Loans will be no shorter than the longest remaining Weighted Average Life to Maturity of the Initial Term Loans;

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- (c) such Incremental Term Loans may participate on a *pro rata* basis or a less than *pro rata* basis (but not greater than a *pro rata* basis) in any mandatory repayments or prepayments of the Initial Term Loans (other than any repayment of such Incremental Term Loans at maturity or with the proceeds of Credit Agreement Refinancing Indebtedness);
 - (d) no Incremental Facility will be secured by any assets or property that does not constitute Collateral;
 - (e) no Incremental Facility will be guaranteed by any Person other than a Guarantor; and
 - (f) (i) any Incremental Facility will be on terms and conditions that are, taken as a whole, not materially more favorable to the lenders or holders providing such Indebtedness than, those applicable to the Initial Term Loans, as determined in good faith by a Responsible Officer of the Borrower (except for covenants applicable only to periods after the Latest Maturity Date of the Initial Term Loans at the time of incurrence) and (ii) solely to the extent that any terms and conditions applicable to any Incremental Term Loans are not consistent with those then applicable to the Initial Term Loans, such Incremental Term Loans shall be reasonably satisfactory to the Administrative Agent and the Borrower.
- (8) Pricing. The interest rate, fees and original issue discount for any Incremental Term Loans will be as determined by a Responsible Officer of the Borrower and the Incremental Lenders providing such Incremental Term Loans; *provided* that in the event that the All-In Yield applicable to any Incremental Term Loans that are secured on a *pari passu* basis with the Initial Term Loans exceeds the All-In Yield of the Initial Term Loans by more than 50 basis points, then the All-In Yield for the Initial Term Loans shall be increased to the extent necessary so that the All-In Yield of such Term Loans is equal to the All-In Yield of such Incremental Term Loans *minus* 50 basis points; *provided, further*, that any increase in the All-In Yield of the Term Loans due to an increase in an Adjusted LIBO Rate, LIBO Rate, LIBO Screen Rate or ABR, as applicable, “floor” on any Incremental Term Loan shall be effected solely through an increase in such “floor” (or an implementation thereof, as applicable) applicable to the Initial Term Loans.

SECTION 2.19. Refinancing Term Loans.

- (1) Refinancing Term Loans. At any time after the Closing Date, the Borrower may obtain, from any Lender or any Additional Lender, Credit Agreement Refinancing Indebtedness in respect of all or any portion of the Term Loans, in the form of Refinancing Term Loans pursuant to a Refinancing Amendment.
- (2) Refinancing Amendments. The effectiveness of any Refinancing Amendment will be subject only to the satisfaction on the date thereof of such of the conditions as may be requested by the providers of the Refinancing Term Loans. The Administrative Agent will promptly notify each Lender as to the effectiveness of each Refinancing Amendment. Each of the parties hereto hereby agrees that, upon the effectiveness of any

Refinancing Amendment, this Agreement will be deemed amended (or amended and restated, as applicable) to the extent (but only to the extent) necessary to reflect the existence and terms of the Refinancing Term Loans incurred pursuant thereto (including any amendments necessary to treat the Term Loans subject thereto as Refinancing Term Loans).

- (3) Required Consents. Any Refinancing Amendment may, without the consent of any Person other than the Administrative Agent, the Borrower and the Lenders or Additional Lenders providing Refinancing Term Loans, effect such amendments (or amendment and restatements) to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.19. This Section 2.19 supersedes any provisions in Section 2.15 or 10.08 to the contrary. The transactions contemplated by this Section 2.19 will not require the consent of any other Lender or any other Person, and the requirements of any provision of this Agreement (including Sections 2.08 and 2.15) or any other Loan Document that may otherwise prohibit any transaction contemplated by this Section 2.19 will not apply to any of the transactions effected pursuant to this Section 2.19.
- (4) Providers of Refinancing Term Loans. Refinancing Term Loans may be provided by any existing Lender (it being understood that no existing Lender shall have an obligation to make all or any portion of any Refinancing Term Loan) or by any Additional Lender. Any Lender approached to provide all or a portion of Refinancing Term Loans may elect or decline, in its sole discretion, to provide such Refinancing Term Loans (it being understood that there is no obligation to approach any existing Lenders to provide Refinancing Term Loans).

SECTION 2.20. Extensions of Term Loans.

- (1) Extension Offers. Pursuant to one or more offers (each, an “*Extension Offer*”) made from time to time by the Borrower to all Lenders of Term Loans of a particular Class with a like Maturity Date (and with respect to any Extension Offer each Lender may, in its sole discretion, choose whether to accept or reject such Extension Offer), the Borrower may extend such Maturity Date and otherwise modify the terms of such Term Loans pursuant to the terms set forth in an Extension Offer (each, an “*Extension*,” and each group of such Term Loans so extended, as well as any such Term Loans of the same Class not so extended, being a “*tranche*”). Each Extension Offer will specify the minimum amount of Term Loans with respect to which an Extension Offer may be accepted, which will be an integral multiple of \$1.0 million and an aggregate principal amount that is not less than \$10.0 million (or (a) if less, the aggregate principal amount of such Term Loans outstanding or (b) such lesser minimum amount as is approved by the Administrative Agent, such consent not to be unreasonably withheld, conditioned or delayed), and will be made on a *pro rata* basis to all Lenders of Term Loans of a particular Class with a like Maturity Date. If the aggregate outstanding principal amount of such Term Loans (calculated on the face amount thereof) in respect of which Lenders have accepted an Extension Offer exceeds the maximum aggregate principal amount of Term Loans offered to be extended pursuant to an Extension Offer, then the Term Loans

of such Lenders will be extended ratably up to such maximum amount based on the respective principal amounts (but not to exceed actual holdings of record) with respect to which such Lenders have accepted such Extension Offer. There is no requirement that any Extension Offer or Extension Amendment (defined as follows) be subject to any “most favored nation” pricing provisions. The terms of an Extension Offer will be determined by the Borrower and an Extension Offer may contain one or more conditions to its effectiveness, including that a minimum amount of Term Loans or any or all applicable tranches be tendered.

- (2) Extension Amendments. The Lenders hereby irrevocably authorize the Administrative Agent to enter into amendments to this Agreement and the other Loan Documents (which may, at the option of the Administrative Agent and the Borrower, be in the form of an amendment and restatement of this Agreement or such Loan Document, as applicable) (an “**Extension Amendment**”) as may be necessary in order to establish new tranches in respect of Extended Term Loans and such amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower in connection with the establishment of such new tranches. This Section 2.20 supersedes any provisions of Section 2.15 or 10.08 to the contrary. Except as otherwise set forth in an Extension Offer, there will be no conditions to the effectiveness of an Extension Amendment. Extensions will not constitute a voluntary or mandatory payment or prepayment for purposes of this Agreement.
- (3) Terms of Extension Offers and Extension Amendments. The terms of any Extended Term Loans will be set forth in an Extension Offer and as agreed between the Borrower and the Extending Term Lenders accepting such Extension Offer; *provided* that:
- (a) the final maturity date of such Extended Term Loans will be no earlier than the Latest Maturity Date applicable to the Term Loans subject to such Extension Offer;
 - (b) the Weighted Average Life to Maturity of any such Extended Term Loans will be no shorter than the remaining Weighted Average Life to Maturity of the Term Loans subject to such Extension Offer;
 - (c) any Extended Term Loans may participate on a *pro rata* basis or a less than *pro rata* basis (but not greater than a *pro rata* basis) in mandatory repayments or prepayments of Term Loans;
 - (d) such Extended Term Loans are not secured by any assets or property that does not constitute Collateral;
 - (e) such Extended Term Loans are not guaranteed by any Person other than a Subsidiary Loan Party; and
 - (f) the other terms and conditions applicable to the Extended Term Loans are (i) substantially identical to, or, taken as a whole, no more favorable to the lenders or holders providing such Extended Term Loans than, those applicable to the Term Loans subject to such Extension Offer (except for covenants applicable only to

periods after the Latest Maturity Date of the Initial Term Loans at the time of incurrence) (*provided* that a certificate of a Responsible Officer delivered to the Administrative Agent at least four (4) Business Days (or such shorter period as may be agreed by the Administrative Agent) prior to the incurrence of such Extended Term Loans together with a reasonably detailed description of the material covenants and event of default of such Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the requirement of this clause (f) shall be conclusive evidence that such Indebtedness satisfies this clause (f) unless the Administrative Agent notifies the Borrower within such four (4) Business Day (or shorter) period that it disagrees with such determination (including a description of the basis upon which it disagrees)); *provided* that this clause (f) will not apply to (v) terms addressed in the preceding clauses (a) through (e), (x) interest rate, rate floors, fees, funding discounts and other pricing terms, (y) redemption, prepayment or other premiums, or (z) optional prepayment or redemption terms.

Any Extended Term Loans will constitute a separate tranche of Term Loans from the Term Loans held by Lenders that did not accept the applicable Extension Offer.

- (4) Required Consents. No consent of any Lender or any other Person will be required to effectuate any Extension, other than the consent of the Administrative Agent (such consent not to be unreasonably withheld, delayed or conditioned), the Borrower and the applicable Extending Term Lender(s). The transactions contemplated by this Section 2.20 (including, for the avoidance of doubt, payment of any interest, fees or premium in respect of any Extended Term Loans on such terms as may be set forth in the relevant Extension Offer) will not require the consent of any other Lender or any other Person, and the requirements of any provision of this Agreement (including Sections 2.08 and 2.15) or any other Loan Document that may otherwise prohibit any such Extension or any other transaction contemplated by this Section 2.20 will not apply to any of the transactions effected pursuant to this Section 2.20.

SECTION 2.21. Repricing Transaction. In the event that a Repricing Transaction is consummated during the period commencing on the Closing Date and ending prior to the date that is one year after the Closing Date, the Borrower agrees to pay to the Administrative Agent, for the ratable account of each Lender with Initial Term Loans that are either repaid, converted or subjected to a pricing reduction in connection with such Repricing Transaction a fee in an amount equal to 1.00% of (a) in the case of a Repricing Transaction described in clause (1) of the definition thereof, the aggregate principal amount of all Initial Term Loans prepaid (or converted) in connection with such Repricing Transaction and (b) in the case of a Repricing Transaction described in clause (2) of the definition thereof, the aggregate principal amount of all Initial Term Loans outstanding on such date that are subject to an effective pricing reduction or a mandatory assignment pursuant to such Repricing Transaction. Such fees shall be earned, due and payable upon the date of the consummation of such Repricing Transaction.

ARTICLE III

Representations and Warranties

To induce the Lenders to make any extension of credit hereunder on or after the Closing Date, the Borrower, with respect to itself and each of the Restricted Subsidiaries, represents and warrants (i) on the Closing Date solely to the extent set forth in Section 4.01(12) and (ii) on each date and to the extent otherwise required hereunder (and subject, for the avoidance of doubt, to Section 1.09), each of the following to each Agent and to each of the Lenders.

SECTION 3.01. Organization; Powers. The Borrower and each Loan Party:

- (1) is a Person duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization (to the extent such status or an analogous concept applies to such an organization or in such jurisdiction);
- (2) has all requisite corporate or other organizational power and authority to own its property and assets and to carry on its business as now conducted;
- (3) is qualified to do business in each jurisdiction where such qualification is required, except where the failure to so qualify would not reasonably be expected to have a Material Adverse Effect; and
- (4) has the power and authority to execute, deliver and perform its obligations under each of the Loan Documents to which it is a party and each other agreement or instrument contemplated thereby to which it is a party.

SECTION 3.02. Authorization; No Contravention.

- (1) The execution, delivery and performance by the Loan Parties of each of the Loan Documents to which it is a party have been duly authorized by all necessary corporate or other organizational action.
- (2) The execution, delivery and performance by each Loan Party of each Loan Document to which such Loan Party is a party and the consummation of the Transactions will not:
 - (a) result in a breach or contravention of, or the creation of any Lien (other than any Liens created by the Loan Documents and Permitted Lien) upon the property or assets of such Loan Party or any of the Restricted Subsidiaries under (i) any Contractual Obligation to which such Loan Party is a party or affecting such Loan Party or the properties or assets of such Loan Party or any of its Restricted Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Loan Party or its property or assets is subject;
 - (b) violate applicable Law; or

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- (c) contravene the terms of its Organizational Documents;

except with respect to clauses (a) and (b) of this Section 3.02(2) as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

SECTION 3.03. Enforceability. This Agreement has been duly executed and delivered by the Borrower and constitutes, and each other Loan Document when executed and delivered by each Loan Party that is party thereto will constitute, a legal, valid and binding obligation of such Loan Party enforceable against each such Loan Party in accordance with its terms, subject to:

- (1) the effects of bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws (including Debtor Relief Laws) affecting creditors' rights generally;
- (2) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);
- (3) implied covenants of good faith and fair dealing; and
- (4) any foreign laws, rules and regulations as they relate to pledges of Equity Interests in Non-U.S. Subsidiaries.

SECTION 3.04. Governmental Approvals. No material action, consent or approval of, registration or filing with or any other action by any Governmental Authority is or will be required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document, except for:

- (1) filings necessary to perfect the Liens on the Collateral granted by the Loan Parties in favor of the Secured Parties;
- (2) filings which may be required under Environmental Laws;
- (3) filings as may be required under the Exchange Act and applicable stock exchange rules in connection therewith;
- (4) such as have been made or obtained and are in full force and effect (except to the extent not required to be obtained, taken, given or made or in full force and effect pursuant to the Security Documents);
- (5) such actions, consents, approvals, registrations or filings the failure of which to be obtained or made would not reasonably be expected to have a Material Adverse Effect.

SECTION 3.05. Title to Properties; Liens. Each of the Borrower and the Subsidiary Loan Parties has valid fee simple title to, or valid leasehold interests in, or easements or other limited property interests in, all of its Real Properties and valid title to its personal property and assets, in each case, except for Permitted Liens or 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, in each case, except where the failure to have such title, interest or easement would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. All such properties and assets are free and clear of Liens, other than Permitted Liens.

SECTION 3.06. Subsidiaries. Schedule 3.06 sets forth as of the Closing Date and after giving effect to the Transactions, the name and jurisdiction of incorporation, formation or organization of the Borrower and each Restricted Subsidiary and, as to each Restricted Subsidiary, the percentage of each class of Equity Interests owned by the Borrower or by any other Subsidiary of the Borrower.

SECTION 3.07. Litigation; Compliance with Laws.

- (1) There are no actions, suits or proceedings, or, to the knowledge of the Borrower, 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 or affecting the Borrower or any Restricted Subsidiary or any business, property or rights (including any studies, tests or preclinical or clinical trials) of any such Person (excluding any actions, suits or proceedings arising under or relating to any Environmental Laws, which are subject to Section 3.13, but including in respect of any Health Care Law), in each case, which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.
- (2) To the knowledge of the Borrower, none of the Borrower, any Restricted Subsidiary or 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 subject to Section 3.13) or any restriction of record or agreement affecting any 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 3.08. Federal Reserve Regulations.

- (1) None of the Borrower or any Restricted Subsidiary is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying Margin Stock.
- (2) No part of the proceeds of any Term Loan will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, (i) to purchase or carry Margin Stock or to extend credit to others for the purpose of purchasing or carrying Margin Stock or to refund Indebtedness originally incurred for such purpose or (ii) for any purpose that entails a violation of, or that is inconsistent with, the provisions of the Regulations of the Board, including Regulation U or Regulation X.

SECTION 3.09. Investment Company Act. None of the Borrower or any Subsidiary Loan Party is an “investment company” as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended.

SECTION 3.10. Use of Proceeds. The Borrower shall use the proceeds of the Term Loans made on the Closing Date to finance a portion of the Transactions (including the Specified Tender Offer, which shall be financed with the Escrowed Funds) and the Transaction Costs and, if applicable, make a prepayment in accordance with Section 2.08(3).

SECTION 3.11. Tax Returns. Except as set forth on Schedule 3.11:

- (1) Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, each of the Borrower and the Restricted 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; and
- (2) Each of the Borrower and the Restricted Subsidiaries has timely paid or caused to be timely paid (a) all Taxes shown to be due and payable by it on the returns referred to in clause (1) of this Section 3.11 and (b) all other Taxes or assessments (or made adequate provision (in accordance with GAAP) for the payment of all Taxes due) with respect to all periods or portions thereof ending on or before the Closing Date, which Taxes, if not paid or adequately provided for, would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, in each case except Taxes or assessments that are being contested in good faith by appropriate proceedings and for which, if applicable, the Borrower or any Restricted Subsidiary (as the case may be) has set aside on its books adequate reserves in accordance with GAAP.

SECTION 3.12. No Material Misstatements.

- (1) All written factual information and written factual data (other than the Projections, estimates and information of a general economic or industry specific nature) concerning the Borrower or any Restricted Subsidiary that has been made available to the Administrative Agent or the Lenders, directly or indirectly, by or on behalf of the Borrower or any Restricted Subsidiary in connection with the Transactions, when taken as a whole and after giving effect to all supplements and updates provided thereto, is correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made.
- (2) The Projections that have been made available to the Administrative Agent or the Lenders by or on behalf of the Borrower in connection with the Transactions, when taken as a whole, have been prepared in good faith based upon assumptions that are believed by the Borrower to be reasonable at the time made and at the time delivered to the Administrative Agent or the Lenders, it being understood by the Administrative Agent and the Lenders that:
 - (a) the Projections are merely a prediction as to future events and are not to be viewed as facts;
 - (b) the Projections are subject to significant uncertainties and contingencies, many of which are beyond the control of the Borrower or Impax;

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- (c) no assurance can be given that any particular Projections will be realized; and
 - (d) actual results may differ and such differences may be material.

SECTION 3.13. Environmental Matters. Except as set forth on Schedule 3.13 or as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

- (1) the Borrower and each of the Restricted Subsidiaries are in compliance with all Environmental Laws (including having obtained and complied with all permits, licenses and other approvals required under any Environmental Law for the operation of its business);
- (2) neither the Borrower nor any Restricted Subsidiary has received notice of or is subject to any pending, or to the Borrower's knowledge, threatened action, suit or proceeding alleging a violation of, or liability under, any Environmental Law that remains outstanding or unresolved;
- (3) to the Borrower's knowledge, no Hazardous Material is located at, on or under any property currently or formerly owned, operated or leased by the Borrower or any Restricted Subsidiary and no Hazardous Material has been generated, owned, treated, stored, handled or controlled by the Borrower or any Restricted Subsidiary and transported to or Released at any location which, in each case, described in this clause (3), would reasonably be expected to result in liability to the Borrower or any Restricted Subsidiaries; and
- (4) there are no agreements in which the Borrower or any Restricted Subsidiary has expressly assumed or undertaken responsibility for any known or reasonably anticipated liability or obligation of any other Person arising under or relating to Environmental Laws or Hazardous Materials.

SECTION 3.14. Security Documents.

- (1) Except as otherwise contemplated hereunder or under any other Loan Documents, the Collateral Agreement is effective to create in favor of the Collateral Agent (for the benefit of the Secured Parties) legal and valid Liens on the Collateral described therein; and when financing statements in appropriate form are filed in the offices specified on Schedule III to the Collateral Agreement, a short form grant of security interest in Intellectual Property Rights (in substantially the form of Exhibit II to the Collateral Agreement (for trademarks), Exhibit III to the Collateral Agreement (for patents) or Exhibit IV to the Collateral Agreement (for copyrights)) is properly filed in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and the Pledged Collateral described in the Collateral Agreement is delivered to the Collateral Agent, the Liens on the Collateral granted pursuant to the Collateral Agreement will constitute fully perfected Liens on all right, title and interest of the grantors in such Collateral in which (and to the extent) a security interest can be perfected under Article 9 of the Uniform Commercial Code, in each case prior to and superior in right of the Lien of any other Person (subject to Permitted Liens).

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- (2) Notwithstanding anything herein (including this Section 3.14) or in any other Loan Document to the contrary, neither the Borrower nor any other Loan Party makes any representation or warranty (a) as to the effects of perfection or non-perfection, the priority or enforceability of any pledge of or security interest in any Excluded Assets or (b) as to the effects of perfection or non-perfection, the priority or enforceability of any pledge of or security interest in any Equity Interests of any Non-U.S. Subsidiary, or as to the rights and remedies of the Agents or any Lender with respect thereto, under foreign law.

SECTION 3.15. Location of Real Property and Leased Premises.

- (1) Schedule 3.15(1) correctly identifies, in all material respects, as of the Closing Date, all material Real Property owned in fee by the Loan Parties. As of the Closing Date, the Loan Parties own in fee all the Real Property set forth as being owned by them on Schedule 3.15(1).
- (2) Schedule 3.15(2) lists correctly in all material respects, as of the Closing Date, all material Real Property leased by any Loan Party and the addresses thereof. As of the Closing Date, the Loan Parties have in all material respects valid leases in all material Real Property set forth as being leased by them on Schedule 3.15(2).

SECTION 3.16. Solvency. On the Closing Date, after giving effect to the consummation of the Transactions, including the making of the Term Loans hereunder, and after giving effect to the application of the proceeds of the Term Loans:

- (1) the fair value of the assets of the Borrower and its Restricted Subsidiaries, on a consolidated basis, exceeds their debts and liabilities (subordinated, contingent or otherwise), on a consolidated basis;
- (2) the present fair saleable value of the property of the Borrower and its Restricted 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), on a consolidated basis, as such debts and other liabilities become absolute and matured;
- (3) the Borrower and its Restricted Subsidiaries, on a consolidated basis, are able to pay their debts and liabilities (subordinated, contingent or otherwise), on a consolidated basis, as such liabilities become absolute and matured; and
- (4) the Borrower and its Restricted 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 this Section 3.16, 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 3.17. Financial Statements; No Material Adverse Effect.

- (1) The consolidated balance sheets of the Borrower and its consolidated subsidiaries and of Impax and its consolidated subsidiaries as at December 31, 2017, and related statements of operations and cash flows of the Borrower and its consolidated subsidiaries and Impax and its consolidated set forth in the PIPE Registration Statement fairly present in all material respects the financial condition of each of the Borrower and Impax, as applicable, and their respective Subsidiaries as of the dates thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the periods covered thereby, except as otherwise expressly noted therein.
- (2) The unaudited *pro forma* condensed combined financial information and explanatory notes of Amneal Inc. set forth in the PIPE Registration Statement, prepared after giving effect to the Transactions as if the Transactions had occurred on December 31, 2017 (in the case of such balance sheet) or at the beginning of such period (in the case of the statement of operations), copies of which have heretofore been furnished to the Administrative Agent, have been prepared in good faith, based on assumptions believed by the Borrower to be reasonable as of the date of delivery thereof, and present fairly in all material respects on a *pro forma* basis the estimated financial position of Amneal Inc. and its Subsidiaries as of December 31, 2017 and their estimated results of operations for the period covered thereby.
- (3) Since December 31, 2017, there has been no event that has had, or would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.
- (4) The forecasts of consolidated balance sheets and income statements of the Borrower and its Subsidiaries which have been furnished to the Administrative Agent prior to the Closing Date, when taken as a whole, have been prepared in good faith on the basis of the assumptions stated therein, which assumptions were believed to be reasonable at the time furnished, it being understood that (i) no forecasts are to be viewed as facts, (ii) any forecasts are subject to significant uncertainties and contingencies, many of which are beyond the control of the Borrower, Impax and their respective Subsidiaries and Affiliates, (iii) no assurance can be given that any particular forecasts will be realized and (iv) actual results may differ and such differences may be material.

SECTION 3.18. Insurance. Schedule 3.18 sets forth a true, complete and correct description of all material insurance maintained by or on behalf of the Borrower or any Restricted Subsidiary as of the Closing Date. As of such date, such insurance is in full force and effect.

SECTION 3.19. USA PATRIOT Act; Anti-Corruption; Sanctions.

- (1) To the extent applicable, each of the Borrower and the Restricted Subsidiaries is in compliance, in all material respects, with the USA PATRIOT Act.
- (2) No part of the proceeds of the Term Loans will be used by the Borrower or any of the Restricted Subsidiaries, directly or indirectly, (i) for any payments to any governmental official or employee, political party, official of a political party, candidate for political office or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of Anti-Corruption Laws, or (ii) in any manner that would result in the violation of any applicable Sanctions.

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- (3) None of the Borrower or any Restricted Subsidiary, nor any of their respective directors or officers, nor, to the knowledge of the Borrower or any Restricted Subsidiary, any of their respective agents and employees, is any of the following:
- (a) a Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing effective September 24, 2001 (the “*Executive Order*”);
 - (b) a Person owned or Controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;
 - (c) a Person with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any laws with respect to terrorism or money laundering;
 - (d) a Person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order; or
 - (e) a Sanctioned Person.
- (4) The Borrower and the Restricted Subsidiaries, and their respective officers and directors, and, to the knowledge of the Borrower or any Restricted Subsidiary, their respective employees and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects and are not knowingly engaged in any activity that could reasonably be expected to result in the Borrower or any Restricted Subsidiary being designated as a Sanctioned Person.
- (5) The Borrower has implemented and maintains in effect policies and procedures reasonably designed to ensure compliance in all material respects by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

SECTION 3.20. Intellectual Property Rights; Licenses, Etc. Except as would not reasonably be expected to have a Material Adverse Effect:

- (1) the Borrower and each Restricted Subsidiary owns, or possesses the right to use, all of the patents, patent rights, inventions, know-how, trademarks, service marks, trade names, copyrights or mask works, domain names, trade secrets and other intellectual property rights (collectively, “*Intellectual Property Rights*”) that are reasonably necessary for the operation of their respective businesses (provided the foregoing shall not be construed as a warranty with respect to non-infringement of third party intellectual property rights);

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- (2) to the knowledge of the Borrower or any Restricted Subsidiary, neither the Borrower nor any of the Restricted Subsidiaries nor any Intellectual Property Rights, product, process, method, substance, part or other material now made, used, employed, sold or offered for sale by the Borrower or the Restricted Subsidiaries, nor the business of the Borrower or any of the Restricted Subsidiaries is infringing upon, misappropriating or otherwise violating Intellectual Property Rights of any Person, but excluding any (i) infringement of any Intellectual Property Rights caused by the filing of any abbreviated new drug application for a product filed with the FDA pursuant to §505(j) of the United States Federal Food, Drug, and Cosmetic Act, as amended from time to time (the “FFDCA”) or by the filing of any new drug application for a product filed with the FDA pursuant to §505(b)(2) of the FFDCA and (ii) infringement of any Intellectual Property Rights alleged pursuant to a Paragraph IV Proceeding for which a Paragraph IV Certification Notice has been made; and
- (3) no claim or litigation (including any cease and desist letters) regarding any of the foregoing in (1) or (2) is pending or, to the knowledge of the Borrower, threatened. The representations set forth in Section 3.20(2) and this Section 3.20(3) are the only representations given by the Borrower (including on behalf of its Restricted Subsidiaries) with respect to non-infringement of Intellectual Property Rights.

SECTION 3.21. Employee Benefit Plans. Except as would not reasonably be expected to have a Material Adverse Effect, the Borrower and each of its ERISA Affiliates are in compliance in all material respects with the applicable provisions of ERISA and the Code and the regulations and published interpretations thereunder. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events, would reasonably be expected to have a Material Adverse Effect. Except as would not reasonably be expected to have a Material Adverse Effect, the present value of all accumulated benefit obligations under all Plans (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of such Plans, in the aggregate.

SECTION 3.22. Labor Matters. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (1) there are no strikes or other labor disputes against any of the Borrower or its Restricted Subsidiaries pending or, to the knowledge of the Borrower, threatened and (2) hours worked by and payment made based on hours worked to employees of each of the Borrower or its Restricted Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Laws dealing with wage and hour matters.

ARTICLE IV

Conditions of Lending

SECTION 4.01. Conditions Precedent. The agreement of each Lender to make Initial Term Loans on the Closing Date is subject solely to the satisfaction or waiver by the Administrative Agent, prior to or concurrently with the making of the Initial Term Loans on the Closing Date, of the following conditions precedent:

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- (1) Loan Documents. The Administrative Agent shall have received (a) this Agreement duly executed and delivered by a Responsible Officer of the Borrower, (b) the Collateral Agreement duly executed and delivered by a Responsible Officer of the Borrower and its Restricted Subsidiaries that are Subsidiary Loan Parties (including the related short form grants of security interest in Intellectual Property Rights duly executed and delivered by a Responsible Officer of each applicable Loan Party), (c) the Escrow Agreement, duly executed and delivered by the Borrower and the Escrow Agent and (d) an acknowledgment to the Closing Date Intercreditor Agreement duly executed and delivered by a Responsible Officer of the Borrower and its Restricted Subsidiaries that are Subsidiary Loan Parties.
 - (2) Borrowing Request. On or prior to the Closing Date, the Administrative Agent shall have received a Borrowing Request.
 - (3) Acquisition Transactions. Prior to or substantially concurrently with the making of the Initial Term Loans on the Closing Date:
 - (a) the Acquisition will be consummated pursuant to the Acquisition Agreement, and no provision thereof shall have been amended, modified or waived, and no consent shall have been given thereunder, in each case in any manner materially adverse to the interests of the Lenders without the prior written consent of the Arrangers (it being understood and agreed that any modification, amendment, consent or waiver of the definition of “Impax Material Adverse Effect” contained in the Acquisition Agreement as in effect on October 17, 2017 shall be deemed to be materially adverse to the interests of the Lenders); and
 - (b) the Closing Date Refinancing will be consummated.
 - (4) Fees. Payment of all (a) Fees required to be paid on the Closing Date pursuant to the Fee Letters and (b) reasonable (and reasonably documented) out-of-pocket expenses required to be paid on the Closing Date pursuant to the Commitment Letter, in each case to the extent invoiced in reasonable detail at least three (3) Business Days prior to the Closing Date (except as otherwise reasonably agreed by the Borrower).
 - (5) Solvency Certificate. The Administrative Agent shall have received a solvency certificate substantially in the form attached hereto as Exhibit B.
 - (6) Closing Date Certificates. The Administrative Agent shall have received such certificates of good standing from the applicable secretary of state (or other similar Governmental Authority) of the jurisdiction of organization of the Borrower and its Restricted Subsidiaries that are Subsidiary Loan Parties as of the Closing Date, customary resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of the Borrower and its Restricted Subsidiaries that are Subsidiary Loan Parties as of the Closing Date evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which it is a party or is to be a party on the Closing Date, the Organizational Documents of each such Loan Party and, in

the case of the Borrower including certification by a Responsible Officer of the Borrower that the conditions specified in clauses (3), (9) and (12) of this Section 4.01 have been or substantially concurrent with the borrowing of the Initial Term Loans on the Closing Date will be satisfied;

- (7) Legal Opinions. The Administrative Agent shall have received a customary legal opinion of Latham & Watkins LLP, special counsel to the Loan Parties.
- (8) Pledged Equity Interests. Except as otherwise agreed by the Administrative Agent, the Administrative Agent shall have received (a) to the extent delivered to the Borrower pursuant to the terms of the Closing Date Refinancing and constituting Collateral, the certificates representing the Equity Interests (if such Equity Interests are certificated) of the Borrower and its Wholly Owned U.S. Subsidiaries that are Material Subsidiaries and (b) to the extent delivered to the Borrower pursuant to the terms of the Acquisition Agreement and constituting Collateral, the certificates representing the Equity Interests (if such Equity Interests are certificated) of Impax and its Wholly Owned U.S. Subsidiaries that are Material Subsidiaries, in each case to the extent such Equity Interests are required to be pledged pursuant to the Collateral Agreement, together with a customary stock power for each such certificate executed in blank.
- (9) No Material Adverse Effect. Since the date of the Acquisition Agreement, there shall not have been any change, effect, event, circumstance, occurrence or state of facts that has had or would reasonably be expected to have, individually or in the aggregate, an Impax Material Adverse Effect (as defined in the Acquisition Agreement as in effect on October 17, 2017).
- (10) Registration Statement. The Registration Statement (as defined in the Acquisition Agreement as of October 17, 2017) shall have been declared effective under the Securities Act (as defined in the Acquisition Agreement as of October 17, 2017).
- (11) Know Your Customer and Other Required Information. All outstanding documentation and other information about the Loan Parties required under applicable “know your customer” and anti-money laundering rules and regulations, as has been reasonably requested in writing by the Administrative Agent at least ten (10) Business Days prior to the Closing Date, will be provided not later than the date that is two (2) Business Days prior to the Closing Date.
- (12) Representations and Warranties. Subject to the Certain Funds Provisions, the Specified Acquisition Agreement Representations and Specified Representations will be true and correct in all material respects; *provided* that the failure of a Specified Acquisition Agreement Representation to be true and correct will not result in a failure of a condition precedent under this Article IV unless such failure results in a failure of a condition precedent to the Borrower’s (or its Affiliates’) obligation to consummate the Acquisition pursuant to the terms of the Acquisition Agreement or such failure gives the Borrower the right (taking into account any applicable cure provisions) to terminate its obligations under the Acquisition Agreement.

There are no conditions, implied or otherwise, to the making of Term Loans on the Closing Date other than as set forth in the preceding clauses (1) through (12) and upon satisfaction or waiver by the Administrative Agent of such conditions the Term Loans will be made by the Lenders. For purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received written notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

ARTICLE V

Affirmative Covenants

The Borrower covenants and agrees with each Lender that so long as this Agreement is in effect and until the Commitments have been terminated and the Obligations have been Paid in Full, unless the Required Lenders otherwise consent in writing, the Borrower will, and will cause its Restricted Subsidiaries, to:

SECTION 5.01. Existence; Businesses and Properties.

- (1) Preserve, renew and keep in full force and effect its legal existence under the Laws of the jurisdiction of its incorporation or organization, except:
 - (a) in the case of a Restricted Subsidiary, where the failure to do so would not reasonably be expected to have a Material Adverse Effect; or
 - (b) in connection with a transaction permitted under Section 6.05.
- (2) (a) Do or cause to be done all things reasonably necessary to lawfully obtain, preserve, renew, extend and keep in full force and effect the permits, franchises, authorizations, Intellectual Property Rights, licenses and rights with respect thereto material to the normal conduct of its business (including the Permits) and (b) maintain 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 and casualty or condemnation excepted), in each case, except:
 - (i) as expressly permitted by this Agreement;
 - (ii) such as may expire, be abandoned or lapse in the ordinary course of business; or
 - (iii) where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

SECTION 5.02. Insurance. Maintain, with insurance companies that the Borrower reasonably believes in good faith to be financially sound and reputable at the time the relevant coverage is placed or renewed, or with a Captive Insurance Subsidiary, insurance (including property, casualty and general liability) in such amounts (after giving effect to any self-insurance reasonable and customary for similarly situated Persons engaged in the same or similar businesses as the Borrower and the Restricted Subsidiaries) and against such risks as are customarily maintained by similarly situated Persons engaged in the same or similar businesses operating in the same or similar locations, and cause, as is appropriate and customary and, with respect to jurisdictions outside of the United States, to the extent available and customary in such jurisdictions, the Collateral Agent (a) to be listed as an additional insured on liability policies or (b) in the case of property and casualty policies, contain a loss payable clause or endorsement listing the Collateral Agent as a co-loss payee thereon. The Borrower will furnish to the Administrative Agent or Collateral Agent, upon reasonable written request, information in reasonable detail as to the insurance so maintained. Notwithstanding the foregoing, it is understood and agreed that no Loan Party will be required to maintain flood insurance unless any material Real Property owned by it is required to be so insured pursuant to the Flood Disaster Protection Act of 1973 or the National Flood Insurance Act of 1968, and the regulations promulgated thereunder, because such material Real Property is located in an area which has been identified by the Secretary of Housing and Urban Development as a “special flood hazard area.”

SECTION 5.03. Taxes. Except as would not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, pay and discharge promptly when due and payable all Taxes imposed upon it or its income or profits or in respect of its property, before the same becomes delinquent or in default; *provided* that such payment and discharge will not be required with respect to any Tax if (1) the validity or amount thereof is being contested in good faith by appropriate proceedings and (2) the Borrower or any affected Restricted Subsidiary, as applicable, has set aside on its books reserves in accordance with GAAP with respect thereto.

SECTION 5.04. Financial Statements, Reports, etc. Furnish to the Administrative Agent (which will promptly furnish such information to the Lenders):

- (1) within 90 days following the end of each fiscal year, commencing with the fiscal year ended December 31, 2018, a consolidated balance sheet and related statements of operations, cash flows and owners’ equity showing the financial position of the Borrower and the Restricted Subsidiaries as of the close of such fiscal year and the consolidated results of its operations during such fiscal year and, in each case, commencing with the fiscal year ending December 31, 2019, 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 will be prepared in accordance with GAAP, audited by any independent public accountants of recognized national standing, or such other accountants as are reasonably acceptable to the Administrative Agent, and accompanied by an opinion of such accountants (which opinion shall not be subject to any “going concern” statement, explanatory note or like qualification or exception (other than a “going concern” statement, explanatory note or like qualification or exception relating to an anticipated, but not actual, financial covenant default or an upcoming maturity date) (the applicable financial statements delivered pursuant to this clause (1) being the “*Annual Financial Statements*”);

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- (2) for the first three fiscal quarters of each fiscal year, commencing with the fiscal quarter ended March 31, 2018,
- (a) within 71 days following the Closing Date, for the fiscal quarter ending March 31, 2018, (i) (A) a consolidated balance sheet for the Borrower and its Restricted Subsidiaries (excluding, for the avoidance of doubt, Impax and its subsidiaries) as of the close of such fiscal quarter and (B) the consolidated results of its operations and cash flows for the Borrower and its Restricted Subsidiaries (excluding, for the avoidance of doubt, Impax and its subsidiaries) during such fiscal quarter and the then-elapsed portion of the fiscal year and (ii) (A) a consolidated balance sheet for Impax and its Restricted Subsidiaries (excluding, for the avoidance of doubt, the Borrower and its subsidiaries), as of the close of such fiscal quarter and (B) the consolidated results of operations and cash flows for Impax and its Restricted Subsidiaries (excluding, for the avoidance of doubt, the Borrower and its subsidiaries) during such fiscal quarter and the then-elapsed portion of the fiscal year;
 - (b) for the fiscal quarter ending June 30, 2018, within 45 days of such fiscal quarter end,
 - (i) (A) a consolidated balance sheet for the Borrower and its Restricted Subsidiaries as of the close of such fiscal quarter and (B) the consolidated statement of operations and cash flows for the Borrower and its Restricted Subsidiaries (which will include Impax and its Restricted Subsidiaries for the period from the Closing Date to such fiscal quarter end) during such fiscal quarter and the then-elapsed portion of the fiscal year; and
 - (ii) an unaudited pro forma condensed combined statement of operations for the Borrower and its Restricted Subsidiaries (which will include Impax and its Restricted Subsidiaries) during such fiscal quarter (which pro forma financial statements will be certified by a Responsible Officer of the Borrower on behalf of the Borrower as having been prepared in good faith, based on assumptions believed by the Borrower to be reasonable as of the date of delivery thereof, and present fairly in all material respects on a pro forma basis the estimated results of operations of the Borrower and its Restricted Subsidiaries during such fiscal quarter end); and
 - (c) for each such fiscal quarter thereafter, within 45 days of such fiscal quarter end, (A) a consolidated balance sheet for the Borrower and the Restricted Subsidiaries as of the close of such fiscal quarter and (B) the consolidated results of operations and cash flows for the Borrower and the Restricted Subsidiaries during such fiscal quarter and the then-elapsed portion of the fiscal year and, commencing with the fiscal quarter ending September 30, 2019, setting forth in comparative form the corresponding figures for the corresponding periods of the prior fiscal year,

in each case (other than the preceding clause (ii)), certified by a Responsible Officer of the Borrower on behalf of the Borrower as fairly presenting, in all material respects, the financial position and results of operations of the Borrower and the Restricted Subsidiaries (or Impax and its Restricted Subsidiaries, as applicable) on a consolidated basis in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes (the applicable financial statements delivered pursuant to this clause (2) being the “*Quarterly Financial Statements*” and, together with the Annual Financial Statements, the “*Required Financial Statements*”).

- (3) no later than five (5) days after the delivery of any Required Financial Statements, a certificate of a Financial Officer of the Borrower:
 - (a) certifying that no Default or Event of Default has occurred and is continuing or, if a Default or Event of Default has occurred and is continuing, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto;
 - (b) setting forth the calculation and uses of the Available Amount for the fiscal period then ended if the Borrower has used the Available Amount for any purpose during such fiscal period;
 - (c) certifying a list of all Immaterial Subsidiaries, that each Subsidiary set forth on such list individually qualifies as an Immaterial Subsidiary and that all such Subsidiaries in the aggregate do not exceed the limitation set forth in clause (ii) of the definition of the term “Immaterial Subsidiary;”
 - (d) setting forth, in reasonable detail, the calculation of the First Lien Net Leverage Ratio for the most recent period of four consecutive fiscal quarters as of the close of such fiscal year or such fiscal quarter, as applicable;
 - (e) certifying a list of all Unrestricted Subsidiaries at such time and that each Subsidiary set forth on such list qualifies as an Unrestricted Subsidiary; and
 - (f) with respect to the Financial Officer certificate delivered with regard to Annual Financial Statements only, setting forth the calculation of Excess Cash Flow for such Excess Cash Flow Period.
- (4) promptly after the same become publicly available, copies of all periodic and other publicly available reports, proxy statements and, to the extent requested by the Administrative Agent, other materials publicly filed by the Borrower or any Restricted Subsidiary with the SEC or, after an initial public offering, distributed to its stockholders generally, as applicable, and in any case not otherwise required to be delivered to the Administrative Agent pursuant to any Loan Document;
- (5) within 60 days following the end of each fiscal year, commencing with the fiscal year ending December 31, 2018, a consolidated annual budget for such fiscal year in the form customarily prepared by the Borrower (the “*Budget*”), which Budget will in each case be accompanied by the statement of a Financial Officer of the Borrower on behalf of the Borrower to the effect that the Budget is based on assumptions believed by the Borrower to be reasonable as of the date of delivery thereof; *provided* that no Budget will be required to be delivered with respect to the fiscal year ending December 31, 2018;

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- (6) upon the reasonable written request of the Collateral Agent, concurrently with the delivery of the Annual Financial Statements, an updated Perfection Certificate (or, to the extent such request relates to specified information contained in the Perfection Certificate, such information) reflecting all changes since the date of the information most recently received pursuant to this paragraph (6) or Section 5.10, as applicable;
 - (7) promptly, from time to time, such other information regarding the operations, business affairs and financial condition of the Borrower or any Restricted Subsidiary, in each case, as the Administrative Agent may reasonably request (for itself or on behalf of any Lender) in writing; and
 - (8) promptly upon reasonable written request by the Administrative Agent (so long as the following are obtainable using commercially reasonable measures), copies of any documents described in Section 101(k)(1) of ERISA that the Borrower or any of its ERISA Affiliates may request with respect to any Multiemployer Plan; *provided* that if the Borrower or any of its ERISA Affiliates has not requested such documents from the administrator or sponsor of the applicable Multiemployer Plan, the Borrower or the applicable ERISA Affiliate shall promptly make a request for such documents or notices from such administrator or sponsor and shall provide copies of such documents and notices promptly after receipt thereof.

Anything to the contrary notwithstanding, the obligations in clauses (1) and (2) of this Section 5.04 may be satisfied with respect to financial information of the Borrower and the Restricted Subsidiaries by furnishing (1) the applicable financial statements of any Parent Entity or (2) the Borrower's (or any such other Parent Entity's), as applicable, Form 10-K or 10-Q, as applicable, filed with the SEC; *provided* that with respect to each of the foregoing clauses (1) and (2) (a) to the extent such information relates to a Parent Entity, such information is accompanied by consolidating information (which need not be audited) that explains in reasonable detail the differences between the information relating to such Parent Entity, on the one hand, and the information relating to the Borrower and the Restricted Subsidiaries on a standalone basis, on the other hand, and (b) to the extent such information is in lieu of information required to be provided under Section 5.04(1), such materials are prepared in accordance with GAAP and accompanied by a report and opinion of any independent public accountants of recognized national standing, or such other accountants as are reasonably acceptable to the Administrative Agent, and accompanied by an opinion of such accountants (which opinion shall not be subject to any "going concern" statement, explanatory note or like qualification or exception (other than a "going concern" statement, explanatory note or like qualification or exception relating to an anticipated, but not actual, financial covenant default or an upcoming maturity date)). The obligations in clauses (1) and (2) of this Section 5.04 may be satisfied by delivery of financial information of the Borrower and its Subsidiaries so long as such financial statements include a reasonably detailed presentation (which need not be audited), either on the face of the financial statements or in the footnotes thereto, of the financial condition and results of operations of the Borrower and the Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Borrower.

Documents required to be delivered pursuant to this Section 5.04 may be delivered electronically in accordance with Section 10.01(5).

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 promptly after any Responsible Officer of the Borrower obtains actual knowledge thereof:

- (1) any Default or Event of Default, specifying the nature and extent thereof and the corrective action (if any) proposed to be taken with respect thereto;
- (2) 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 the Borrower or any of the Restricted 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; and
- (3) 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.

SECTION 5.06. Compliance with Laws. Comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property and assets (including ERISA and Health Care 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 will not apply to Environmental Laws, which are the subject of Section 5.09, or laws related to Taxes, which are the subject of Section 5.03. The Borrower will, and will cause each of its Subsidiaries to, maintain in effect and enforce policies and procedures reasonably designed to ensure compliance by the Borrower, its Subsidiaries and the respective directors, officers, employees and agents of the foregoing with Anti-Corruption Laws and applicable Sanctions.

SECTION 5.07. Maintaining Records; Access to Properties and Inspections. Permit any Persons designated by the Administrative Agent to visit and inspect the financial records and the properties of the Borrower or any Restricted Subsidiary at reasonable times, upon reasonable prior written notice from the Administrative Agent to the Borrower, and as often as reasonably requested, to make extracts from and copies of such financial records, and permit any Persons designated by the Administrative Agent, upon reasonable prior written notice from the Administrative Agent to the Borrower, to discuss the affairs, finances and condition of the Borrower or any Restricted Subsidiary with the officers thereof and independent accountants therefor (subject to such accountant's policies and procedures); *provided* that the Administrative Agent may not exercise such rights more often than two times during any calendar year unless an Event of Default is continuing and only one such time will be at the Borrower's expense; and *provided, further*, that when an Event of Default is continuing, the Administrative Agent or any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice. The Administrative Agent and the Lenders shall give the Borrower

the opportunity to participate in any discussions with the Borrower's independent accountants. Notwithstanding anything to the contrary in this Agreement (including Sections 5.04(7), 5.05 and 5.07) or any other Loan Document, none of the Loan Parties or any of the Restricted Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter with any Disqualified Institution or other competitor to the Borrower or any of its Subsidiaries or that (1) constitutes non-financial trade secrets or non-financial proprietary information, (2) in respect of which disclosure is prohibited by law or any binding agreement, (3) is subject to attorney-client or similar privilege or constitutes attorney work product or (4) creates an unreasonably excessive expense or burden on the Borrower or any of its Subsidiaries.

SECTION 5.08. Use of Proceeds. Use the proceeds of the Term Loans made on the Closing Date to finance, in part, the Transactions and the Transaction Costs and, if applicable, make a prepayment in accordance with Section 2.08(3).

SECTION 5.09. Compliance with Environmental Laws. Comply, and make reasonable efforts to cause all lessees and other Persons occupying its fee-owned Real Properties to comply, with all Environmental Laws applicable to its operations and properties, and obtain and renew all material authorizations and permits required pursuant to Environmental Law for its operations and properties, in each case in accordance with Environmental Laws, except, in each case, 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.

- (1) If (a) a Restricted Subsidiary (other than an Excluded Subsidiary) of the Borrower is formed or acquired after the Closing Date or (b) an Unrestricted Subsidiary is redesignated as a Restricted Subsidiary, within 120 days after the date such Restricted Subsidiary is formed or acquired or such Unrestricted Subsidiary is redesignated as a Restricted Subsidiary, as applicable (or such longer period as the Collateral Agent agrees), the Borrower will or will cause such Restricted Subsidiary to:
 - (i) deliver a joinder to the Collateral Agreement, substantially in the form specified therein or in such other form as is acceptable to such Restricted Subsidiary, the Borrower and the Administrative Agent, duly executed on behalf of such Restricted Subsidiary;
 - (ii) to the extent required by and subject to the exceptions set forth in this Section 5.10 or the Security Documents, pledge the outstanding Equity Interests (other than Excluded Equity Interests) owned by such Restricted Subsidiary, and cause each Loan Party owning any Equity Interests issued by such Restricted Subsidiary to pledge such outstanding Equity Interests (other than Excluded Equity Interests), and deliver all certificates (if any) representing such Equity Interests, together with stock powers or other instruments of transfer with respect thereto endorsed in blank, to the Collateral Agent (or a designated bailee thereof);

- (iii) to the extent required by and subject to the exceptions set forth in this Section 5.10 or the Security Documents, deliver to the Collateral Agent (or a designated bailee thereof) Uniform Commercial Code financing statements with respect to such Restricted Subsidiary and such other documents reasonably requested by the Collateral Agent to create the Liens intended to be created under the Security Documents and perfect such Liens to the extent required by the Security Documents; and
 - (iv) except as otherwise contemplated by this Section 5.10 or any Security Document or as otherwise agreed by the Collateral Agent, obtain all consents and approvals required to be obtained by it in connection with (A) the execution and delivery of all Security Documents (or supplements thereto) to which it is a party and the granting by it of the Liens thereunder and (B) the performance of its obligations thereunder.
- (2) Furnish to the Collateral Agent within 20 calendar days of such event (or such later date as the Collateral Agent may agree in its sole discretion) written notice of any change in any Loan Party's:
- (a) legal name;
 - (b) type of organization;
 - (c) location (determined as provided in UCC Section 9-307); or
 - (d) jurisdiction of organization;
- except, in the case of each of the foregoing clauses (a) through (c), in connection with the Impax Conversion.

The Borrower will not effect or permit any such change unless all filings have been made, or will be made within any statutory period, under the Uniform Commercial Code or otherwise 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, for the benefit of the applicable Secured Parties, in all Collateral held by such Loan Party.

- (3) Execute any and all other documents, financing statements, agreements and instruments, and take all such other actions (including the filing and recording of financing statements and other documents), not described in the preceding clauses (1) and (2) and that may be required under any applicable law, or that the Collateral Agent may reasonably request in writing to the Borrower to satisfy the requirements set forth in this Section 5.10 and in the Security Documents with respect to the creation and perfection of the Liens on the Collateral in favor of the Collateral Agent, for the benefit of the Secured Parties, contemplated herein and in the Security Documents and to cause such requirement to be and remain satisfied, all at the expense of the Borrower, and provide to the Collateral Agent, from time to time upon Collateral Agent's reasonable written request, evidence as to the perfection and priority of the Liens created by the Security Documents (subject to Permitted Liens).

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- (4) Notwithstanding anything to the contrary,
- (a) the other provisions of this Section 5.10 need not be satisfied with respect to any Excluded Assets or Excluded Equity Interests or any exclusions and carve-outs from the security or perfection requirements, as applicable, set forth in the Collateral Agreement or other applicable Security Document;
 - (b) neither the Borrower nor the other Loan Parties will be required to grant a security interest in any asset or perfect a security interest in any Collateral to the extent the cost, burden, difficulty or consequence of obtaining or perfecting a security interest therein outweighs the benefit of the security afforded thereby as reasonably determined by a Responsible Officer of the Borrower and the Administrative Agent (or with respect to matters relating primarily to the ABL Priority Collateral, the Borrower and the ABL Agent); and
 - (c) (i) no actions will be required (A) outside of the United States in order to create or perfect any security interest in any assets located outside of the United States, (B) in any non-United States jurisdiction or (C) under the laws of any non-United States jurisdiction to create any security interests or to perfect or make enforceable any security interests, and (ii) no non-United States law security or pledge agreements, non-United States law mortgages or deeds or non-United States intellectual property filings or other agreements or documents governed under the laws of any non-United States jurisdiction or non-United States searches will be required.

SECTION 5.11. Credit Ratings. Use commercially reasonable efforts to maintain (1) a public credit rating by each of S&P and Moody's in respect of the Term Loans and (2) a public corporate rating by S&P and a public corporate family rating by Moody's for the Borrower, in each case with no requirement to maintain any specific rating.

SECTION 5.12. Post-Closing Matters. Deliver to Administrative Agent, in form and substance reasonably satisfactory to the Administrative Agent, the items described on Schedule 5.12 hereof on or before the dates specified with respect to such items on Schedule 5.12 (or, in each case, such later date as may be agreed to by Administrative Agent in its sole discretion or, with respect to matters relating primarily to the ABL Priority Collateral, in the sole discretion of the administrative agent under the ABL Credit Agreement). All representations and warranties contained in this Agreement and the other Loan Documents will be deemed modified to the extent necessary to effect the foregoing (and to permit the taking of the actions described on Schedule 5.12 within the time periods specified thereon, rather than as elsewhere provided in any of the Loan Documents).

ARTICLE VI

Negative Covenants

The Borrower covenants and agrees with each Lender that, so long as this Agreement is in effect and until the Commitments have been terminated and the Obligations have been Paid in Full, unless the Required Lenders otherwise consent in writing, it will not and will not permit any of its Restricted Subsidiaries to:

SECTION 6.01. Indebtedness. Issue, incur or assume any Indebtedness; *provided* that the Borrower and the Restricted Subsidiaries may issue, incur or assume Permitted Additional Indebtedness so long as immediately after giving effect to the issuance, incurrence or assumption of such Permitted Additional Indebtedness, the aggregate outstanding principal amount of such Permitted Additional Indebtedness does not exceed the Ratio Debt Cap (“*Ratio Debt*”).

The foregoing limitation will not apply to (collectively, “*Permitted Debt*”):

- (1) (a) Indebtedness created under the Loan Documents (including Incremental Term Loans, Refinancing Term Loans and Extended Term Loans); (b) Incremental Equivalent Term Debt, (c) Specified Hedge Obligations and (d) Credit Agreement Refinancing Indebtedness;
- (2) (a) Indebtedness incurred pursuant to the ABL Loan Documents (including Indebtedness created under ABL Incremental Facilities, ABL Other Loans and ABL Extended Revolving Commitments) and the issuance and creation of letters of credit and bankers’ acceptances thereunder (with letters of credit and bankers’ acceptances being deemed to have a principal amount equal to the face amount thereof), (b) [Reserved] and (c) ABL Credit Agreement Refinancing Indebtedness, including all Permitted Refinancing Indebtedness incurred to Refinance any Indebtedness originally incurred pursuant to this clause (2) (and any successive Permitted Refinancing Indebtedness thereof) in an aggregate outstanding principal amount for all such Indebtedness pursuant to this clause (2) not to exceed \$775.0 million, *plus*, in the case of ABL Credit Agreement Refinancing Indebtedness, the amount of (i) unpaid, accrued or capitalized interest, penalties, premiums (including tender premiums), defeasance costs and other amounts payable with respect thereto and (ii) underwriting discounts, fees, commissions, costs, expenses and other amounts payable with respect to the Indebtedness being refinanced;
- (3) Indebtedness existing on the Closing Date (other than Indebtedness described in clause (1) or (2) above), including the Impax Convertible Notes;
- (4) any (a) Attributable Indebtedness relating to any transactions and (b) Capital Lease Obligations and other Indebtedness with respect to mortgage financings and purchase money Indebtedness to finance all or any part of the purchase, lease, construction, installation, repair or improvement of property (real or personal), plant or equipment or other fixed or capital assets and Indebtedness arising from the conversion of the obligations of the Borrower or any Restricted Subsidiary under or pursuant to any “synthetic lease” transactions to on-balance sheet Indebtedness of the Borrower or such Restricted Subsidiary, in an aggregate outstanding principal amount incurred pursuant to this clause (4), including all Permitted Refinancing Indebtedness incurred to Refinance any Indebtedness originally incurred pursuant to this clause (4) (and any successive Permitted Refinancing Indebtedness), not to exceed the greater of (i) \$160.0 million and (ii) an amount equal to the Equivalent Percentage of the amount in the preceding clause (i)

multiplied by TTM Consolidated EBITDA of the Borrower on a Pro Forma Basis as of the applicable date of determination, in each case determined as of the time of incurrence; *provided* that such Indebtedness is incurred within 270 days after the purchase, lease, construction, installation, repair or improvement of the property that is the subject of such Indebtedness; *provided further* that for the purposes of determining compliance with this Section 6.01(4), Attributable Indebtedness and Capital Lease Obligations will not be deemed to arise from any Sale Leaseback Transaction that is originally treated under GAAP as an operating lease at the time such Sale Leaseback Transaction is consummated but is subsequently treated under GAAP as a capital lease;

- (5) Indebtedness (including obligations in respect of letters of credit or bank Guarantees, bankers' acceptances or similar instruments) in respect of workers' compensation, health, disability or other employee benefits (whether to current or former employees) or property, casualty or liability insurance or self-insurance in respect of such items, or other Indebtedness with respect to reimbursement-type obligations regarding workers' compensation claims, health, disability or other employee benefits (whether current or former) or property, casualty or liability insurance;
- (6) Indebtedness constituting indemnification obligations, earn-outs, milestones, royalties, adjustment of purchase or acquisition price or similar obligations, in each case, incurred or assumed in connection with the Transactions, a commercial or license agreement, any Permitted Investment or the disposition of any business, assets or Restricted Subsidiaries not prohibited by this Agreement;
- (7) intercompany Indebtedness between or among the Borrower and the Restricted Subsidiaries to the extent such Indebtedness is not prohibited by Section 6.04 (without regard to Section 6.04(14));
- (8) Indebtedness pursuant to Hedge Agreements;
- (9) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds and completion Guarantees and similar obligations and instruments, in each case, provided in the ordinary course of business, including those incurred to secure health, safety and environmental obligations in the ordinary course of business;
- (10) Guarantees of Indebtedness permitted to be incurred under this Agreement to the extent such Guarantees are not prohibited by the provisions of Section 6.04 (without regard to Section 6.04(14)); provided that, if the Indebtedness being guaranteed is subordinated to the Obligations, such Guarantee shall be subordinated to the Obligations on terms at least as favorable to the Lenders;
- (11) Indebtedness
 - (a) of any Person that becomes a Restricted Subsidiary after the Closing Date pursuant to a Permitted Investment, which Indebtedness is (i) existing at the time such Person becomes a Restricted Subsidiary, (ii) not incurred in contemplation of such Person becoming a Restricted Subsidiary and (iii) non-recourse to the Borrower or any other Restricted Subsidiary (other than any Person that becomes a Subsidiary in connection with the foregoing and its Subsidiaries);

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- (b) issued, incurred or assumed in connection with any Permitted Investment so long as (i) in the case of any such issued or incurred Indebtedness, immediately after giving effect to such issuance or incurrence, such Indebtedness would be permitted to be incurred as Ratio Debt and (ii) in the case of any such assumed Indebtedness, such Indebtedness was not incurred in anticipation of such Permitted Investment;
- provided that the outstanding principal amount of such Indebtedness issued, incurred or assumed by Restricted Subsidiaries that are not Guarantors pursuant to this clause (11)(b) does not exceed the greater of (A) \$125.0 million and (B) an amount equal to the Equivalent Percentage of the amount set forth in clause (A) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of incurrence; and
- (c) all Permitted Refinancing Indebtedness incurred to Refinance any Indebtedness originally incurred pursuant to the preceding clauses (11)(a) and (11)(b) (and any successive Permitted Refinancing Indebtedness);
- (12) 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;
- (13) Indebtedness (a) supported by a Letter of Credit, in a principal amount not in excess of the stated amount of such Letter of Credit, (b) in respect of letters of credit in an aggregate face amount at any time outstanding not to exceed the greater of (i) \$25.0 million and (ii) an amount equal to the Equivalent Percentage of the amount in the preceding clause (i) multiplied by TTM Consolidated EBITDA of the Borrower on a Pro Forma Basis as of the applicable date of determination, in each case determined as of the time of incurrence, and (c) in respect of letters of credit that are cash collateralized;
- (14) Contribution Indebtedness;
- (15) Indebtedness consisting of (a) the financing of insurance premiums or (b) take or pay obligations contained in supply arrangements, in each case, in the ordinary course of business;
- (16) Indebtedness incurred in connection with a Qualified Receivables Transaction that is not recourse (except for Standard Securitization Undertakings) to the Borrower or any Restricted Subsidiary other than a Receivables Subsidiary;
- (17) Cash Management Obligations (as defined in the ABL Credit Agreement) and other Indebtedness in respect of Cash Management Services (as defined in the ABL Credit Agreement), and netting services, automatic clearinghouse arrangements, overdraft protections, employee credit card programs and other cash management and similar arrangements entered into in the ordinary course of business;

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- (18) Indebtedness issued to any future, current or former officers, directors, managers, employees, consultants and independent contractors of the Borrower or any Restricted Subsidiary or any direct or indirect parent thereof, or their respective estates, heirs, family members, spouses, former spouses, executors, administrators, trustees, legatees or distributees, in each case to finance the purchase or redemption of Equity Interests of the Borrower (or any Parent Entity) permitted by Section 6.07;
- (19) Indebtedness incurred on behalf of, or representing Guarantees of Indebtedness of, joint ventures in an aggregate outstanding principal amount of such Indebtedness, together with any Permitted Refinancing Indebtedness incurred to Refinance any Indebtedness originally incurred pursuant to this clause (19) (and any successive Permitted Refinancing Indebtedness), not to exceed the greater of (a) \$50.0 million and (b) an amount equal to the Equivalent Percentage of the amount set forth in clause (a) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of incurrence;
- (20) [Reserved];
- (21) Indebtedness of any Non-U.S. Subsidiaries or Non-Loan Parties (a) in an aggregate outstanding principal amount, together with any Permitted Refinancing Indebtedness incurred to Refinance any Indebtedness originally incurred pursuant to this clause (21) (and any successive Permitted Refinancing Indebtedness), not exceed the greater of (i) \$100.0 million and (ii) an amount equal to the Equivalent Percentage of the amount set forth in clause (i) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of incurrence and (b) consisting of working capital or other local lines of credit that are not secured by any Collateral and non-recourse to the Loan Parties;
- (22) obligations to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services so long as such obligations are incurred in the ordinary course of business and not in connection with the borrowing of money;
- (23) Indebtedness representing deferred compensation or other similar arrangements incurred by the Borrower or any Restricted Subsidiary (a) in the ordinary course of business or (b) in connection with the Transactions or any Permitted Investment;
- (24) any Permitted Refinancing Indebtedness incurred to Refinance Incremental Equivalent Term Debt or Indebtedness incurred under clauses (2), (3), (4), (11), (13)(b), (14), (19), (21), this clause (24) or clause (28) of this Section 6.01;
- (25) customer deposits and advance payments received in the ordinary course of business from customers for goods purchased in the ordinary course of business;
- (26) Indebtedness incurred by the Borrower or any Restricted Subsidiary in connection with bankers' acceptances, discounted bills of exchange, warehouse receipts or similar facilities or the discounting or factoring of receivables for credit management purposes, in each case incurred or undertaken in the ordinary course of business;

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- (27) any Permitted Convertible Indebtedness Call Transaction entered into in connection with any Convertible Indebtedness otherwise permitted to be incurred under this Section 6.01;
 - (28) additional Indebtedness in an aggregate outstanding principal amount, including all Permitted Refinancing Indebtedness incurred to Refinance any Indebtedness originally incurred pursuant this clause (28) (and any successive Permitted Refinancing Indebtedness), not to exceed the greater of (a) \$225.0 million and (b) an amount equal to the Equivalent Percentage of the amount set forth in clause (a) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of incurrence; and
 - (29) all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses (1) through (28) above.

For purposes of determining compliance with this Section 6.01, in the event that an item of Indebtedness (or any portion thereof) meets the criteria of more than one of the categories of Permitted Debt or is entitled to be incurred (in whole or in part) as Ratio Debt, the Borrower may, in its sole discretion, at the time of incurrence, divide, classify or reclassify, or at any later time divide, classify or reclassify, such item of Indebtedness (or any portion thereof) in any manner that complies with this covenant at the time of incurrence or at such later time (as applicable); *provided* that all Indebtedness outstanding under the Loan Documents and the ABL Credit Agreement and any Permitted Refinancing thereof will be deemed to have been incurred in reliance on the exception in clauses (1) and (2), respectively, of the definition of "Permitted Debt" and shall not be permitted to be reclassified pursuant to this paragraph. All unsecured Permitted Debt originally incurred under clause (4), (11)(b), (19), (21) or (28) of the definition of Permitted Debt will be automatically reclassified as Ratio Debt on the first date on which such Indebtedness would have been permitted to be incurred as Ratio Debt. The accrual of interest, the accretion of accreted value, amortization of original issue discount, the payment of interest or dividends in the form of additional Indebtedness with the same terms (including any pay-in-kind interest) and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies, will not be deemed to be an incurrence of Indebtedness for purposes of this Section 6.01. The principal amount of any non-interest bearing Indebtedness or other discount security constituting Indebtedness at any date will be the principal amount thereof that would be shown on a balance sheet of the Borrower dated such date prepared in accordance with GAAP. Guarantees of, or obligations in respect of letters of credit relating to Indebtedness that is otherwise included in the determination of a particular amount of Indebtedness will not be included in the determination of such amount of Indebtedness; *provided* that the incurrence of the Indebtedness represented by such Guarantee or letter of credit, as the case may be, was in compliance with this Section 6.01. Any incurrence of Permitted Refinancing Debt with respect to any Refinanced Debt that was incurred in reliance on a dollar or Equivalent Percentage basket (and not subsequently reclassified) shall not, for the avoidance of doubt, reload any such dollar or Equivalent Percentage based basket.

For purposes of determining compliance with any Dollar-denominated (or Equivalent Percentage, if greater) restriction on the incurrence of Indebtedness, the Dollar equivalent principal amount of Indebtedness denominated in a currency other than Dollars shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed or first incurred (whichever yields the lower Dollar equivalent), in the case of revolving credit debt; *provided* that if such Indebtedness is incurred to Refinance other Indebtedness denominated in a currency other than Dollars, and such refinancing would cause the applicable Dollar-denominated (or Equivalent Percentage, if greater) restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such Dollar-denominated (or Equivalent Percentage, if greater) restriction will be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced (*plus* unpaid accrued interest and premium (including tender premiums) thereon and underwriting discounts, defeasance costs, fees, commissions and expenses in connection therewith).

Any Indebtedness permitted to be incurred under this Section 6.01 may, at the option of the Borrower, be Convertible Indebtedness.

SECTION 6.02. Liens. Create, incur, assume or permit to exist any Lien that secures obligations under any Indebtedness on any property or assets at the time owned by it, except the following (collectively, “ *Permitted Liens* ”):

- (1) Liens securing Indebtedness incurred in accordance with Sections 6.01(1) or 6.01(2), including Liens on the Collateral securing obligations in respect of Permitted Pari Passu Secured Refinancing Debt or Permitted Junior Secured Refinancing Debt and all Permitted Refinancing Indebtedness incurred to Refinance any such Indebtedness; *provided* that, in the case of Indebtedness incurred in accordance with Section 6.01(2), the applicable Liens are subject to the Closing Date Intercreditor Agreement or other Intercreditor Agreement(s) substantially consistent with and no less favorable to the Lenders in any material respect than the Closing Date Intercreditor Agreement as determined in good faith by a Responsible Officer of the Borrower;
- (2) Liens securing Indebtedness existing on the Closing Date; *provided* that such Liens only secure the obligations that they secure on the Closing Date (and any Permitted Refinancing Indebtedness in respect of such obligations permitted by Section 6.01) and do not apply to any other property or assets of the Borrower or any Restricted Subsidiary other than replacements, additions, accessions and improvements thereto and products thereof and customary security deposits; *provided further* , that individual financings of equipment or other assets provided by a lender may be cross collateralized to other financings of equipment or other assets financed by such lender;
- (3) Liens securing Indebtedness incurred in accordance with Sections 6.01(4); *provided* that such Liens only extend to the assets financed with such Indebtedness (and any replacements, additions, accessions and improvements thereto and products thereof and customary security deposits); *provided further* , that individual financings of equipment or other assets provided by a lender may be cross collateralized to other financings of equipment or other assets financed by such lender;

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- (4) Liens on Securitization Assets sold, conveyed, assigned or otherwise transferred or purported to be sold, conveyed, assigned or otherwise transferred in connection with a Qualified Receivables Transaction;
 - (5) Liens on assets of Non-Loan Parties securing Indebtedness incurred in accordance with Section 6.01(19) or (21);
 - (6) [Reserved];
 - (7) (a) Liens on property or Equity Interests of a Person at the time such Person becomes a Restricted Subsidiary if such Liens were not created in connection with, or in contemplation of, such other Person becoming a Restricted Subsidiary and (b) Liens on property at the time the Borrower or a Restricted Subsidiary acquired such property, including any acquisition by means of a merger or consolidation with or into the Borrower or any of the Restricted Subsidiaries, if such Liens were not created in connection with, or in contemplation of, such acquisition;
 - (8) Liens on property or assets of any Restricted Subsidiary that is not a Guarantor and on any Excluded Assets securing Indebtedness in an aggregate principal amount not to exceed \$100,000,000;
 - (9) Liens for Taxes, assessments or other governmental charges or levies that are not overdue for a period of more than 60 days or that are not yet delinquent or that are being contested in compliance with Section 5.03;
 - (10) Liens disclosed by any title insurance policies delivered on or subsequent to the Closing Date and any replacement, extension or renewal of any such Liens (so long as the Indebtedness and other obligations secured by such replacement, extension or renewal Liens are permitted by this Agreement); *provided* that such replacement, extension or renewal Liens do not cover any property other than the property that was subject to such Liens prior to such replacement, extension or renewal (*plus* any replacements, additions, accessions and improvements thereto and products thereof);
 - (11) Liens securing any judgments or orders that do not constitute an Event of Default under Section 8.01(10) and notices of lis pendens or similar notices and associated rights related to litigation being contested in good faith by appropriate proceedings and in respect of which, if applicable, the Borrower or any affected Restricted Subsidiary has set aside on its books reserves in accordance with GAAP with respect thereto;
 - (12) Liens imposed by law, including landlord's, carriers', warehousemen's, mechanics', materialmen's, repairmen's, construction or other like Liens arising in the ordinary course of business securing obligations that are not overdue by more than 60 days or that are being contested in good faith by appropriate proceedings and in respect of which, if applicable, the Borrower or a Restricted Subsidiary has set aside on its books reserves in accordance with GAAP;

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- (13) (a) pledges and deposits and other Liens made in the ordinary course of business in compliance with any workers' compensation, health, disability or other similar employee benefits, unemployment insurance and other similar laws or regulations and other insurance-related obligations (including in respect of deductibles, self-insured retention amounts and premiums and adjustments thereto) and deposits securing liability to insurance carriers under insurance or self-insurance arrangements in respect of such obligations and (b) 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 Restricted Subsidiary;
 - (14) deposits to secure the performance of bids, trade contracts (other than for Indebtedness), leases (other than Capital Lease Obligations), statutory obligations, stay, customs, 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) incurred by the Borrower or any Restricted Subsidiary in the ordinary course of business, including those incurred to secure health, safety and environmental obligations in the ordinary course of business;
 - (15) survey exceptions and such matters as an accurate survey would disclose, easements, trackage rights, leases (other than Capital Lease Obligations), licenses, special assessments, rights of way, covenants, conditions, restrictions (including zoning restrictions), and declarations on or with respect to the use of Real Property, encroachments, protrusions, servicing agreements, development agreements, site plan agreements and other encumbrances and title defects or irregularities that, in the aggregate, do not interfere in any material respect with the ordinary conduct of the business of the Borrower and its Restricted Subsidiaries, taken as a whole;
 - (16) any interest or title of a lessor, sublessor, licensor or sublicensor or secured by a lessor's, sublessor's, licensor's or sublicensor's interest under any leases, subleases, licenses or sublicenses entered into by the Borrower or any Restricted Subsidiary in the ordinary course of business;
 - (17) Liens that are contractual rights of set-off relating to (a) the establishment of depository relations with banks or other deposit-taking financial institutions in the ordinary course of business, (b) pooled deposit or sweep accounts of the Borrower or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower or any Restricted Subsidiary or (c) purchase orders and other agreements entered into with customers of the Borrower or any Restricted Subsidiary in the ordinary course of business;
 - (18) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights;
 - (19) leases or subleases, licenses or sublicenses (including with respect to Intellectual Property Rights and software) (or other agreement under which the Borrower or any Restricted Subsidiary has granted rights to end users to access and use the Borrower's or any Restricted Subsidiary's products, technologies or services) granted to others in the ordinary course of business that do not interfere in any material respect with the business of the Borrower and the Restricted Subsidiaries, taken as a whole;

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- (20) Liens (a) solely on any cash earned money deposits made by the Borrower or any Restricted Subsidiary in connection with any letter of intent or other agreement in respect of any Permitted Investment and (b) incurred in connection with escrow arrangements or other similar agreements relating to an acquisition or Investment permitted hereunder;
 - (21) the prior rights of consignees and their lenders under consignment arrangements entered into in the ordinary course of business;
 - (22) purported Liens evidenced by precautionary Uniform Commercial Code financing statements or similar public filings;
 - (23) Liens on Equity Interests or assets of any joint venture (a) securing obligations of such joint venture or (b) pursuant to the relevant joint venture agreement or arrangement;
 - (24) 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;
 - (25) Liens on securities that are the subject of repurchase agreements constituting Cash Equivalents under clause (4) of the definition thereof;
 - (26) Liens (a) securing insurance premium financing arrangements and (b) securing obligations to insurance companies with respect to insurable liabilities incurred in the ordinary course of business;
 - (27) Liens on vehicles or equipment of the Borrower or any of the Restricted Subsidiaries granted in the ordinary course of business;
 - (28) Liens on property or assets used to defease or to satisfy and discharge Indebtedness; *provided* that such defeasance or satisfaction and discharge is not prohibited by this Agreement;
 - (29) Liens:
 - (a) of a collection bank arising under Section 4-208 or 4-210 of the Uniform Commercial Code, or any comparable or successor provision, on items in the course of collection;
 - (b) attaching to pooling, commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business; or
 - (c) in favor of banking or other financial institutions or entities, or electronic payment service providers, arising as a matter of law encumbering deposits or other funds maintained with a financial institution (including the right of set-off) and that are within the general parameters customary in the banking or finance industry;

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- (30) Liens on specific items of inventory or other goods and proceeds thereof of any Person securing such Person's obligations in respect of bankers' acceptances or letters of credit entered into in the ordinary course of business issued or created for the account of such Person to facilitate the purchase, shipment, processing or storage of such inventory or other goods;
- (31) Liens securing Ratio Debt, Incremental Equivalent Debt, Credit Agreement Refinancing Indebtedness or Indebtedness incurred in accordance with Section 6.01(11)(b), in each case, that constitutes Pari Passu Lien Debt; *provided* that after giving Pro Forma Effect to the incurrence of such Indebtedness, the First Lien Net Leverage Ratio measured as of the date of initial incurrence of such Pari Passu Lien Debt is (a) less than or equal to the Closing Date First Lien Net Leverage Ratio or (b) the First Lien Net Leverage Ratio immediately prior to such incurrence; *provided* that a Debt Representative acting on behalf of the holders of such Indebtedness will become party to or otherwise subject to the provisions of the Closing Date Intercreditor Agreement and/or a Pari Passu Lien Intercreditor Agreement, as applicable;
- (32) Liens securing Ratio Debt, Incremental Equivalent Debt, Credit Agreement Refinancing Indebtedness or Indebtedness incurred in accordance with Section 6.01(11)(b), in each case, that constitutes Junior Lien Debt; *provided* that, after giving Pro Forma Effect to the incurrence of such Indebtedness, the Total Net Leverage Ratio measured as of the date of initial incurrence of such Junior Lien Debt is less than or equal to (a) the Closing Date Total Net Leverage Ratio or (b) the Total Net Leverage Ratio immediately prior to such incurrence; *provided* that a Debt Representative acting on behalf of the holders of such Indebtedness will become party to or otherwise subject to the provisions of the Closing Date Intercreditor Agreement and/or a Junior Lien Intercreditor Agreement, as applicable;
- (33) Liens securing Indebtedness or other obligations in an aggregate outstanding principal amount not to exceed the greater of (a) \$150.0 million and (b) an amount equal to the Equivalent Percentage of the amount in the preceding clause (a) multiplied by TTM Consolidated EBITDA, as of the applicable date of determination, in each case determined as of the time of initial attachment of such lien;
- (34) Liens in favor of the Borrower or a Loan Party securing any Indebtedness permitted to be incurred under Section 6.01;
- (35) [Reserved];
- (36) Liens (a) on cash advances in favor of the seller of any property to be acquired in a Permitted Investment, (b) consisting of an agreement to Dispose of any property, (c) arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods in the ordinary course of business or (d) imposed by law or incurred pursuant to customary reservations or retentions of title (including contractual Liens in favor of sellers and suppliers of goods) incurred in the ordinary course of business;
- (37) Liens in respect of cash collateralization of letters of credit;

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- (38) (a) ground leases in respect of real property on which facilities owned or leased by the Borrower or any of its Restricted Subsidiaries are located, (b) deposits of cash with the owner or lessor of premises leased and operated by the Borrower or any of its Restricted Subsidiaries in the ordinary course of business and (c) any zoning or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any real property that does not materially interfere with the ordinary conduct of the business of the Borrower and its Restricted Subsidiaries, taken as a whole;
- (39) Liens deemed to exist in connection with Permitted Investments in repurchase agreements and reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts maintained in the ordinary course of business and not for speculative purposes;
- (40) the modification, replacement, renewal or extension of any Lien permitted by this Section 6.02; *provided* that the Lien does not extend to any additional property other than property that is affixed or incorporated into the property covered by such Lien and replacements, improvements, proceeds and products thereof; *provided further* that the modification, replacement, renewal, extension or refinancing of the obligations secured or benefited by such Liens is permitted by Section 6.01;
- (41) Liens securing Permitted Refinancing Indebtedness (but without reloading any dollar or Equivalent Percentage based basket); *provided* that:
- (i) such Indebtedness being Refinanced was permitted by Section 6.01 and was secured by a Lien permitted by this Section 6.02,
 - (ii) such Permitted Refinancing Indebtedness is permitted by Section 6.01, and
 - (iii) the Lien does not extend to any additional property other than property that is affixed or incorporated into the property covered by such Lien and replacements, improvements, proceeds and products thereof, and
- (42) Liens securing amounts owing to any Qualified Counterparty (as defined in the ABL Credit Agreement) under any Specified Hedge Agreement (as defined in the ABL Credit Agreement) and Cash Management Obligations (as defined in the ABL Credit Agreement), which amounts are secured under the ABL Loan Documents; *provided* that, in each case, the applicable Liens are subject to the Closing Date Intercreditor Agreement or other Intercreditor Agreement(s) substantially consistent with and no less favorable to the Lenders in any material respect than the Closing Date Intercreditor Agreement as determined in good faith by a Responsible Officer of the Borrower.

For purposes of determining compliance with this Section 6.02, in the event that any Lien (or any portion thereof) meets the criteria of more than one of the categories set forth above, the Borrower may, in its sole discretion, at the time of incurrence, divide, classify or reclassify, or at any later time divide, classify or reclassify, such Lien (or any portion thereof) in any manner that complies with this covenant on the date such Lien is incurred or such later time, as applicable; *provided* that all Liens created pursuant to the Loan Documents will be deemed to have been incurred in reliance on Section 6.02(1) above and shall not be permitted to be reclassified pursuant to this paragraph.

SECTION 6.03. [Reserved].

SECTION 6.04. Investments, Loans and Advances. Purchase, hold or acquire (including pursuant to any merger, consolidation or amalgamation with a Person that is not a Wholly Owned Subsidiary immediately prior to such merger, consolidation or amalgamation) any Equity Interests, evidences of Indebtedness or other securities of, make any loans or advances to or Guarantees of the obligations of, or make any investment or any other interest in (in each case, excluding any (i) Short Term Advances and (ii) acquisitions of or licenses under intellectual property or related tangible assets used or useful in a business permitted under Section 6.09) (each, a “ *Investment* ”), any other Person, except the following (collectively, “ *Permitted Investments* ”):

- (1) the Transactions (including payment of the purchase consideration under the Acquisition Agreement);
- (2) (a) payroll advances in the ordinary course of business and (b) loans and advances to officers, directors, employees or consultants of any Parent Entity, the Borrower or any Restricted Subsidiary
 - (i) for reasonable and customary business-related travel, entertainment, relocation and analogous ordinary business purposes,
 - (ii) in connection with such Person’s purchase of Equity Interests of the Borrower (or any Parent Entity); *provided* that, to the extent such loans or advances are made in cash, the amount of such loans and advances used to acquire such Equity Interests shall be contributed to the Borrower in cash, and
 - (iii) for any other purpose; *provided* that the aggregate principal amount outstanding under this clause (iii) shall not exceed the greater of (A) \$20.0 million and (B) an amount equal to the Equivalent Percentage of the amount set forth in clause (A) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of making such Investment;
- (3) Investments in Joint Ventures, Unrestricted Subsidiaries or Similar Businesses that do not exceed in the aggregate at any time outstanding the greater of (i) \$200 million and (ii) an amount equal to the Equivalent Percentage of the amount set forth in clause (i) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of making such Investment;
- (4) Permitted Acquisitions and pre-existing Investments held by Persons acquired in Permitted Acquisitions or acquired in connection with Permitted Acquisitions;

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- (5) Investments of any Person that becomes a Restricted Subsidiary on or after the date hereof (or of a Person merged, consolidated or amalgamated with or into a Restricted Subsidiary); *provided* that any such Investment (a) exists at the time such person becomes (or merges, consolidates or amalgamates with or into) a Restricted Subsidiary and (b) is not made in anticipation of such Person becoming a Restricted Subsidiary (or such merger, consolidation or amalgamation);
- (6) Investments
- (a) by the Borrower or any Restricted Subsidiary in the Borrower or any Restricted Subsidiary; and
- (b) by the Borrower or any Restricted Subsidiary in a Person if, as a result of such Investment, (i) such Person becomes a Restricted Subsidiary or (ii) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Borrower or any Restricted Subsidiary;
- provided* that Investments made after the Closing Date pursuant to this Section 6.04(6) by a Person that is a Loan Party on the date such Investment is made in any Person that on the date of such Investment is not a Loan Party (or does not become a Loan Party as a result thereof) shall not exceed, in the aggregate at any time outstanding, the greater of (i) \$155.0 million and (ii) an amount equal to the Equivalent Percentage of the amount set forth in clause (i) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of making such Investment;
- (7) [Reserved];
- (8) Cash Equivalents and, to the extent not made for speculative purposes, Investment Grade Securities or Investments that were Cash Equivalents or Investment Grade Securities when made;
- (9) Investments arising out of the receipt by the Borrower or any of the Restricted Subsidiaries of promissory notes and other non-cash consideration in connection with any Disposition permitted under Section 6.06;
- (10) (a) Investments (including debt obligations and Equity Interests) received in connection with the bankruptcy, workout, recapitalization or reorganization of, or in settlement of delinquent obligations of, or other disputes with, the issuer of such Investment or an Affiliate thereof and (b) Investments consisting of accounts or notes receivable, security deposits and prepayments and other credits granted or made in the ordinary course of business and any Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and others, including in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with or judgments against, such account debtors and others, in each case in the ordinary course of business;

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- (11) Investments (including debt obligations and Equity Interests) (a) upon a foreclosure with respect to any secured Investments or other transfer of title with respect to any secured Investment in default, (b) in satisfaction of judgments against other Persons and (c) as a result of the settlement, compromise or resolution of litigation, arbitration or other disputes with Persons who are not Affiliates;
 - (12) Hedge Agreements;
 - (13) Investments existing on or contractually committed as of the Closing Date, and, with respect to each such Investment in an amount in excess of \$25.0 million, set forth on Schedule 6.04, and any modification, replacements, refinancings, refunds, extensions, renewals or reinvestments thereof, so long as the aggregate amount of all Investments pursuant to this clause (13) is not increased at any time above the amount of such Investments 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);
 - (14) Investments consisting of Indebtedness (including, for the avoidance of doubt, Guarantees) permitted under Section 6.01, Permitted Liens, mergers, dissolutions, liquidations and consolidations permitted under Section 6.05, Dispositions permitted under Section 6.06 and Restricted Payments permitted under Section 6.07;
 - (15) [Reserved];
 - (16) acquisitions of obligations of one or more future, present or former employees, managers, officers, directors, consultants or contractors (or spouses, former spouses, successors, executors, administrators, heirs, trustees, legatees or distributees of any of the foregoing) of the Borrower, any of its Restricted Subsidiaries or any direct or indirect parent thereof, in connection with such employee's, manager's, officer's, director's, consultant's or contractor's acquisition of Equity Interests of the Borrower or any direct or indirect parent thereof, so long as no cash is actually advanced by the Borrower or any Restricted Subsidiary to such Persons in connection with the acquisition of any such obligations;
 - (17) Guarantees of operating leases or of other obligations that do not constitute Indebtedness, in each case, entered into by the Borrower or any Restricted Subsidiary in the ordinary course of business;
 - (18) Investments to the extent that payment for such Investments is made with Equity Interests of the Borrower or any Parent Entity or the proceeds from the issuance thereof;
 - (19) the issuance of, entry into (including any payments of premiums in connection therewith), performance of obligations under, or exercise, transfer, assignment, unwinding, settlement or early termination of, or the satisfaction of any condition that would permit or require any of the foregoing, any Permitted Bond Hedge Transaction; the issuance of, entry into, performance of obligations under, or repurchase, redemption, transfer, assignment, unwinding, settlement or early termination of, or the satisfaction of any condition that would permit or require any of the foregoing, any related Permitted Warrant Transaction; and the issuance of, entry into performance of obligations under

(including any payments of interest), conversion, exercise, repurchase, redemption, transfer, assignment, unwinding, settlement, cancellation or early termination of, or the satisfaction of any condition that would permit or require any of the foregoing, any Convertible Indebtedness, in each case, whether in cash, common Capital Stock of Borrower or any direct or indirect parent of Borrower or other securities or property following a merger event or other change of the common Capital Stock of Borrower or such parent and whether in whole or in part and including by netting or set-off;

- (20) 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;
- (21) [Reserved];
- (22) 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 any Restricted Subsidiary;
- (23) Investments, including loans and advances, to any Person so long as the Borrower or any Restricted Subsidiary (as applicable) would otherwise be permitted to make a Restricted Payment in such amount to such Person; *provided* that the amount of any such Investment will be deemed to be a Restricted Payment under the appropriate clause of Section 6.07 for all purposes of this Agreement;
- (24) Investments consisting of the leasing, subleasing, licensing or sublicensing of Intellectual Property Rights in the ordinary course of business or the contribution of Intellectual Property Rights pursuant to joint marketing arrangements with other Persons;
- (25) Investments (a) consisting of purchases or acquisitions of inventory, supplies, materials, equipment, contract rights or Intellectual Property Rights in each case in the ordinary course of business and (b) made in the ordinary course of business in connection with obtaining, maintaining or renewing client contracts or similar arrangements and loans or advances made to distributors in the ordinary course of business;
- (26) Investments in assets useful in the business of the Borrower or any Restricted Subsidiary made with (or in an amount equal to) any Reinvestment Deferred Amount or Below Threshold Asset Sale Proceeds; *provided* that if the underlying Asset Sale was with respect to assets of the Borrower or a Subsidiary Loan Party, then such Investment shall be consummated by the Borrower or a Subsidiary Loan Party;
- (27) any Investment in a Receivables Subsidiary or any Investment by a Receivables Subsidiary in any other Person, in each case in connection with a Qualified Receivables Financing, including Investments of funds held in accounts permitted or required by the arrangements governing such Qualified Receivables Financing or any related Indebtedness;

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- (28) intercompany current liabilities owed to Unrestricted Subsidiaries or joint ventures incurred in the ordinary course of business in connection with the cash management operations of the Borrower and its Subsidiaries;
- (29) Investments that are made with Excluded Contributions that are Not Otherwise Applied;
- (30) Investments
- (a) made in furtherance of collaboration, development, promotion, marketing, supply, research or similar arrangements with respect to pharmaceutical or other therapeutic products, diagnostic products or medical device businesses products, including payments for shared development costs, reimbursements for product development or for patent, regulatory, manufacturing or commercialization expenses, or other payments or Investments paid to a Person in the pharmaceutical industry with a view toward developing the Borrower's or any Restricted Subsidiary's business in the ordinary course of business and in a manner consistent with standard business practices;
 - (b) constituting (i) any customary upfront milestone, marketing, revenue sharing, royalty, profit sharing or other funding payment in the ordinary course of business to another Person in connection with obtaining a right to receive royalty or other payments in the future, (ii) Exclusive Licenses from a Restricted Subsidiary that is not a Loan Party to a Loan Party of rights to a drug or other biologic or therapeutic products, diagnostic products, delivery technologies, medical devices or biotechnology businesses or (iii) transfers of Intellectual Property Rights (“**Transferred IP**”) to a Specified IP Subsidiary; *provided* that (x) such transfers do not, individually or in the aggregate, materially impair the Loan Parties' ability to pay their obligations under the Loan Documents as when due and (y) except as otherwise agreed by the Collateral Agent, prior to such transfer (or at such later date as the Collateral Agent may agree), the Borrower shall pledge (or cause to be pledged) 100% of the issued and outstanding Equity Interests (other than any voting Equity Interests of any non-U.S. Subsidiary or any FSHCO in excess of 65% of the issued and outstanding voting Equity Interests of such non-U.S. Subsidiary or FSHCO) of such Specified IP Subsidiary to the Collateral Agent for the benefit of the Secured Parties under (and in accordance with) the Collateral Agreement; or
 - (c) consisting of the licensing (or equivalent thereof), acquisition, sale or contribution of Intellectual Property Rights or proprietary materials pursuant to pharmaceutical or therapeutic product licensing, collaboration, development, promotion, marketing, supply, research or similar arrangements with other Persons made in the ordinary course of business or not exceeding at any time outstanding an aggregate principal amount of the greater of (i) \$60 million and (ii) an amount equal to the Equivalent Percentage of the amount in clause (i) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of incurrence;

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- (31) Investments, so long as the Total Net Leverage Ratio (after giving Pro Forma Effect to the incurrence of such Investment and the use of proceeds thereof) for the Test Period immediately preceding the incurrence of such Investment for which internal financial statements are available shall be less than or equal to 0.75x inside of the Closing Date Total Net Leverage Ratio; and
- (32) Investments that do not exceed the sum of (a) the greater of (i) \$320.0 million and (ii) an amount equal to the Equivalent Percentage of the amount in the preceding clause (i) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of making such Investment, and (b) so long as no Specified Event of Default shall have occurred and be continuing or would result from the making of such Investment, the Available Amount at such time.

For purposes of determining compliance with this Section 6.04, (x) the amount of any Investment at any time shall be the amount of cash and the fair market value of other property actually invested (measured at the time made), without adjustment for subsequent changes in the value of such Investment, net of any return, whether a return of capital, interest, dividend or otherwise, with respect to such Investment and (y) in the event that any Investment (or any portion thereof) meets the criteria of more than one of the categories set forth above, the Borrower may, in its sole discretion, at the time such Investment is made, divide, classify or reclassify, or at any later time divide, classify or reclassify, such Investment (or any portion thereof) in any manner that complies with this Section 6.04 on the date such Investment is made or such later time, as applicable.

To the extent any Investment in any Person is made in compliance with this Section 6.04 in reliance on a category above that is subject to a Dollar-denominated restriction on the making of Investments and, subsequently, such Person returns to the Borrower, any other Loan Party or, to the extent applicable, any Restricted Subsidiary all or any portion of such Investment (in the form of a dividend, distribution, liquidation or otherwise but excluding intercompany Indebtedness), such return shall be deemed to be credited to the Dollar-denominated category against which the Investment is then charged (but in any event not in an amount that would result in the aggregate Dollar amount able to be invested in reliance on such category to exceed such Dollar-denominated restriction).

The amount set forth in Section 6.07(14)(a) and clause (1)(f)(i) of Section 6.11 (without duplication) may, in lieu of Restricted Payments or prepayments, repayments, redemptions, purchases, defeasances or satisfactions of any Junior Financings, as applicable, be utilized by the Borrower or any Restricted Subsidiary to make or hold any Investments without regards to this Section 6.04.

SECTION 6.05. Fundamental Changes (1) . Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of related transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person:

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- (1) any Restricted Subsidiary may merge or consolidate with the Borrower (including a merger, the purpose of which is to reorganize the Borrower into a new jurisdiction); *provided that*:
 - (a) the Borrower will be the continuing or surviving Person, and
 - (b) such merger or consolidation does not result in the Borrower ceasing to be organized under the Laws of the United States, any state thereof or the District of Columbia;
 - (2) any Restricted Subsidiary may merge or consolidate with or into any other Restricted Subsidiary, liquidate, dissolve or change its legal form if the Borrower determines in good faith that such action is in the best interests of the Borrower and the Restricted Subsidiaries and is not materially disadvantageous to the Lenders, taken as a whole;
 - (3) any merger the sole purpose of which is to reincorporate or reorganize (i) any U.S. Subsidiary in another jurisdiction in the U.S. or (ii) any Non-U.S. Subsidiary in the U.S. or any other jurisdiction shall be permitted;
 - (4) so long as no Event of Default has occurred and is continuing or would result therefrom; the Borrower may merge or consolidate with any other Person; *provided that*
 - (a) the Borrower will be the continuing or surviving Person, or
 - (b) if the Person formed by or surviving any such merger or consolidation is not the Borrower (any such Person, the “**Successor Borrower**”),
 - (i) the Successor Borrower will 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 will expressly assume all the obligations of the Borrower under this Agreement and the other Loan Documents to which the Borrower is a party pursuant to a supplement hereto or thereto in form reasonably satisfactory to the Administrative Agent;
 - (iii) each Guarantor, unless it is party to such merger or consolidation, will have confirmed that its Guarantee of the Obligations pursuant to the Collateral Agreement will apply to, and the Secured Obligations (as defined in the Collateral Agreement) will include, the Successor Borrower’s Obligations; and
 - (iv) the Borrower will have delivered to the Administrative Agent (A) an officer’s certificate stating that such merger or consolidation complies with this Agreement and (B) an opinion of counsel, including customary organization, due execution, no conflicts and enforceability opinions with respect to the Successor Borrower, in each case to the extent reasonably requested by the Administrative Agent; it being agreed that if the foregoing are satisfied, the Successor Borrower will succeed to, and be substituted for, the Borrower under this Agreement; and

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- (5) subject to clauses (1) and (4) above, transactions the purpose of which is to effect a Permitted Investment (other than pursuant to Section 6.04(14)) or a Disposition permitted pursuant to Section 6.06 (other than pursuant to Section 6.06(5)) or a Disposition of all or substantially all of the assets of the Borrower and its Restricted Subsidiaries); and
 - (6) the Transactions.

SECTION 6.06. Dispositions. Make any Disposition, except:

- (1) Dispositions of obsolete, damaged, worn out, used or surplus property (including for purposes of recycling) in the ordinary course of business or Dispositions of property no longer used or useful in the conduct of the business of the Borrower and the Restricted Subsidiaries;
- (2) Dispositions of inventory and goods held for sale in the ordinary course of business;
- (3) Dispositions of property to the extent that (a) such property is exchanged for credit against the purchase price of similar replacement property or (b) the proceeds of such Disposition are promptly applied to the purchase price of such replacement property; *provided* that to the extent the property being transferred constitutes Collateral such replacement property shall constitute Collateral;
- (4) Dispositions of property to the Borrower or a Restricted Subsidiary; *provided*, that if the transferor of such property is a Loan Party (a) the transferee thereof must be a Loan Party or (b) to the extent constituting an Investment, such Investment must be a Permitted Investment in a Restricted Subsidiary that is not a Loan Party in accordance with Section 6.04 (other than Section 6.04(14));
- (5) Dispositions consisting of Investments permitted under Section 6.04 (other than Section 6.04(14)), transactions permitted under Section 6.05 (other than Section 6.05(5)) or Restricted Payments permitted under Section 6.07 (other than Section 6.07(4)) or consisting of Permitted Liens;
- (6) Dispositions of property pursuant to Sale Leaseback Transactions, *provided* that (i) no Event of Default has occurred and is continuing or would result therefrom (other than any such Disposition made pursuant to a legally binding commitment entered into at a time when no Event of Default has occurred and is continuing) and (ii) such Disposition shall be for no less than the fair market value of such property at the time of such Disposition;
- (7) Dispositions of Cash Equivalents (or Investments that were Cash Equivalents when made); *provided*, that such Disposition shall be for no less than the fair market value of such property at the time of such Disposition;
- (8) leases, subleases, licenses or sublicenses (including the provision of software under an open source license), in each case in the ordinary course of business and which do not materially interfere with the business of the Borrower and the Restricted Subsidiaries, taken as a whole, *provided*, that such Disposition shall be for no less than the fair market value of such property at the time of such Disposition;

(9) Dispositions of property subject to any Casualty Event;

(10) Dispositions; *provided that*

- (a) at the time of such Disposition (other than any such Disposition made pursuant to a legally binding commitment entered into at a time when no Event of Default has occurred and is continuing), no Event of Default has occurred and is continuing or would result therefrom; and
- (b) with respect to any Disposition pursuant to this clause (10) for a purchase price in excess of the greater of (i) \$25.0 million and (ii) an amount equal to the Equivalent Percentage of the amount in the preceding clause (i) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of making such Disposition, the Borrower or any of the Restricted Subsidiaries shall receive not less than 75% of such consideration in the form of cash or Cash Equivalents; *provided, however*, that for the purposes of this clause (b) each of the following will be deemed to be cash,
 - (i) any liabilities (as shown on the Borrower's or any Restricted Subsidiary's most recent balance sheet provided hereunder or in the footnotes thereto) of the Borrower or any Restricted Subsidiary, other than liabilities that are by their terms subordinated in right of payment to the Obligations, that are assumed by the transferee with respect to the applicable Disposition and for which the Borrower and the Restricted Subsidiaries have been validly released by all applicable creditors in writing;
 - (ii) any securities received by the Borrower or any Restricted Subsidiary from such transferee that are converted by the Borrower or any Restricted Subsidiary into cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received) within one hundred and eighty (180) days following the closing of the applicable Disposition;
 - (iii) 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 (iii) that is at that time outstanding, not in excess of the greater of (A) \$25.0 million and (B) an amount equal to the Equivalent Percentage of the amount set forth in clause (A) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, 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; and

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- (iv) such Disposition shall be for no less than the fair market value of such property at the time of such Disposition (or, if earlier, the definitive documentation or other Contractual Obligation with respect to such Disposition is entered into by the Borrower or any Restricted Subsidiary (as applicable) (this clause (10), the “*General Asset Sale Basket*”);
- (11) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements among, the joint venture parties set forth in joint venture or similar agreements or arrangements;
- (12) Dispositions or discounts of accounts receivable and related assets in connection with the collection or compromise thereof;
- (13) Dispositions (including issuances or sales) of Equity Interests in, or Indebtedness owing to, or of other securities of, an Unrestricted Subsidiary;
- (14) Dispositions constituting any exchange of like property (excluding any boot thereon) for use in any business conducted by the Borrower or any of the Restricted Subsidiaries, to the extent allowable under Section 1031 of the Code (or comparable or successor provision); *provided* that to the extent the property being transferred constitutes Collateral, such replacement property shall constitute Collateral;
- (15) the unwinding of any Hedge Agreement;
- (16) Dispositions of assets in connection with the closing or sale of a facility, including Dispositions of inventory, fee or leasehold interests in the premises of such facility, equipment and fixtures located at such premises, and the books and records relating to the operations of such facility; *provided* that as to each and all such sales and closings, (a) no Event of Default shall have occurred and be continuing or shall result therefrom and (b) such Dispositions shall be for no less than fair market value at the time of such Disposition;
- (17) the sale, assignment or other transfer of Securitization Assets to (a) a Receivables Subsidiary in a Qualified Receivables Financing or (b) any other Person in a Qualified Receivables Factoring;
- (18) (i) settlement of litigation concerning Intellectual Property Rights, or (ii) the lease, sublease, license or sublicense of Intellectual Property Rights outside the United States or (iii) the lapse, abandonment, discontinuance of the use or maintenance of any Intellectual Property Rights, in each case of (i), (ii) and (iii), if the Borrower or any Restricted Subsidiary determines in its reasonable business judgment that it would not materially interfere with the business of the Borrower and its Restricted Subsidiaries, taken as a whole;
- (19) Disposition of any property or asset with a fair market value not to exceed either (a) the greater of (i) \$10.0 million and (ii) an amount equal to the Equivalent Percentage of the amount in the preceding clause (i) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of making such

Disposition, with respect to any transaction or series of related transactions or (b) the greater of (i) \$50.0 million and (ii) an amount equal to the Equivalent Percentage of the amount in the preceding clause (i) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of making such Disposition, in the aggregate for all such transactions in any fiscal year;

- (20) Disposition of assets acquired in a Permitted Investment that the Borrower determines will not be used or useful in the business of the Borrower and its Restricted Subsidiaries;
- (21) Dispositions of pipeline, marketed or other assets required by regulatory authorities in connection with the Transactions, any Permitted Acquisition or other investment permitted hereunder;
- (22) any Disposition(s) in connection with licensing of Intellectual Property Rights to any Non-Loan Party Restricted Subsidiary or Non-Loan Party Restricted Subsidiaries in connection with bona fide tax planning purposes as determined in good faith by the Borrower; *provided*, that the Collateral and the Lenders are not adversely affected in any material respect by such Disposition(s);
- (23) Dispositions, including leases, subleases, licenses or sublicenses, of Products in Development in jurisdictions outside the United States; *provided*, that (a) such disposition does not materially interfere with the business of the Borrower and the Restricted Subsidiaries, taken as a whole and (b) such Disposition shall be for no less than the fair market value of such property at the time of such Disposition;
- (24) the Transactions; and
- (25) the issuance of, entry into (including any payments of premiums in connection therewith), performance of obligations under, or exercise, transfer, assignment, unwinding, settlement or early termination of, or the satisfaction of any condition that would permit or require any of the foregoing, any Permitted Bond Hedge Transaction; the issuance of, entry into, performance of obligations under, or repurchase, redemption, transfer, assignment, unwinding, settlement, cancellation or early termination of, or the satisfaction of any condition that would permit or require any of the foregoing, any related Permitted Warrant Transaction; and the issuance of, entry into performance of obligations under (including any payments of interest), conversion, exercise, repurchase, redemption, transfer, assignment, unwinding, settlement, cancellation or early termination of, or the satisfaction of any condition that would permit or require any of the foregoing, any Convertible Indebtedness, in each case, whether in cash, common Capital Stock of Borrower or any direct or indirect parent of Borrower or other securities or property following a merger event or other change of the common Capital Stock of Borrower or such parent and whether in whole or in part and including by netting or set-off.

To the extent any Collateral is Disposed of as expressly permitted (or not prohibited) by this Section 6.05 to any Person other than a Loan Party, such Collateral will be Disposed of free and clear of the Liens created by the Loan Documents, and, without limiting, and subject to, the provisions of Section 9.11, the Administrative Agent will take, and each Lender hereby authorizes the Administrative Agent to take, any actions reasonably requested by the Borrower or deemed appropriate in order to evidence or effect the foregoing.

SECTION 6.07. Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, other than the declaration or making of the following:

- (1) Restricted Payments to the Borrower or any Restricted Subsidiary (or, in the case of any non-Wholly Owned Restricted Subsidiary, to the Borrower, any Restricted Subsidiary and each other owner of Equity Interests of such non-Wholly Owned Subsidiary on a *pro rata* basis (or more favorable basis from the perspective of the Borrower or such Restricted Subsidiary) according to their relative ownership interests);
- (2) the declaration and making of any Restricted Payments payable solely in the form of Equity Interests (other than Disqualified Stock) of the Borrower;
- (3) Restricted Payments to consummate the Transactions (including payments in respect of dissenting shares, which, for the avoidance of doubt, may be made after the Closing Date), to pay any amounts pursuant to the Acquisition Agreement or the Specified Tender Offer;
- (4) to the extent constituting a Restricted Payment or Restricted Payments, mergers, dissolutions, liquidations and consolidations permitted under Section 6.05 (other than a merger or consolidation involving the Borrower) or transactions permitted under Section 6.08 (other than Section 6.08(9));
- (5) repurchases of Equity Interests (a) deemed to occur upon exercise of options, warrants or similar rights if such Equity Interests represent a portion of the exercise price of such options or warrants or similar rights or (b) in consideration of withholding or similar taxes payable by any future, present or former employee, manager, officer, director, consultant or contractor (or any spouses, former spouses, successors, executors, administrators, heirs, trustees, legatees or distributees of any of the foregoing), including deemed repurchases in connection with the exercise of stock options or the vesting of any equity awards;
- (6) Restricted Payments to purchase, repurchase, retire, redeem or otherwise acquire Equity Interests (including related stock appreciation rights or similar securities) (or to allow any direct or indirect parent entity to purchase, retire, redeem or otherwise acquire Equity Interests (including related stock appreciation rights or similar securities)) held directly or indirectly by any future, present or former employee, manager, officer, director, consultant or contractor (or any spouses, former spouses, successors, executors, administrators, heirs, trustees, legatees or distributees of any of the foregoing) of the Borrower, any of its Subsidiaries or any Parent Entity upon the death, disability, retirement or termination of employment of any such Person or otherwise pursuant to any management, employee or director equity plan, management, employee or director stock option or profits interest plan or any other management, employee or director benefit plan or other agreement or arrangement (including any separation, stock subscription,

shareholder, partnership or similar agreement) in an aggregate amount after the Closing Date, together with the aggregate amount of loans and advances to any Parent Entity made pursuant to Section 6.04(23) in lieu of Restricted Payments permitted by this clause (6), not to exceed \$25 million in any fiscal year with any unused amounts in any fiscal year being carried over to succeeding fiscal years; *provided* that such amount in any fiscal year may be increased by,

- (a) the amount of net proceeds of any key man life insurance policies received by the Borrower or any Restricted Subsidiary after the Closing Date;
 - (b) to the extent contributed in cash to the common equity of the Borrower and Not Otherwise Applied, the proceeds from the sale of Equity Interests of the Borrower or any direct or indirect parent thereof (other than Disqualified Stock, Excluded Contributions or Cure Amounts), in each case to any future, present or former employee, manager, officer director, consultant or contractor (or any spouses, former spouses, successors, executors, administrators, heirs, trustees, legatees or distributees of any of the foregoing) of the Borrower, any of its Subsidiaries or any direct or indirect parent thereof that occurs after the Closing Date; and
 - (c) the amount of any cash bonuses or other compensation otherwise payable to any future, present or former employee, manager, officer, director, consultant or contractor (or any spouses, former spouses, successors, executors, administrators, heirs, trustees, legatees or distributees of any of the foregoing) of the Borrower or any of its Restricted Subsidiaries or any Parent Entity that are foregone in return for the receipt of Equity Interests of the Borrower or any of its Restricted Subsidiaries or any direct or indirect parent thereof;
- (7) Restricted Payments to purchase, repurchase, retire, redeem or otherwise acquire (or permit any direct or indirect parent entity to acquire) Equity Interests of the Borrower or any direct or indirect parent thereof in an aggregate amount per fiscal year not to exceed the greater of (a) \$25.0 million and (b) an amount equal to the Equivalent Percentage of the amount set forth in clause (a) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of making such Restricted Payment;
- (8) Restricted Payments the proceeds of which will be used to pay or finance (or permit any Parent Entity to pay or finance):
- (a) distributions made pursuant to Section 4.01(b) of the LLC Agreement;
 - (b) operating, overhead, legal, accounting and other professional fees costs and expenses (including directors' fees and expenses and Public Company Costs) and other ordinary course overhead costs and operational expenses (including administrative, legal, accounting, filing and similar expenses provided by third parties), in each case to the extent related to any such Parent Entity's separate existence as a holding company or attributable to the ownership or operations of the Borrower and its Restricted Subsidiaries;

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- (c) franchise taxes and other fees, taxes and expenses in connection with (i) the ownership of the Borrower or any Restricted Subsidiary or (ii) the maintenance of the Borrower's or any such parent entity's corporate or legal existence;
 - (d) to the extent constituting Restricted Payments, the Borrower and the Restricted Subsidiaries may enter into and consummate transactions expressly permitted under Sections 6.08(3), (5), (7), (16), (17), (19) and (21), in each case to the extent such payments are due at the time of such Restricted Payment;
 - (e) any Permitted Investment; *provided* that (i) such Restricted Payment shall be made substantially concurrently with the closing of such Investment and (ii) the Borrower will, immediately following the closing thereof, cause (A) all property acquired (whether assets or Equity Interests) to be contributed to the Borrower or a Subsidiary (which shall be a Restricted Subsidiary to the extent required by Section 6.04) or (B) the merger (to the extent permitted in Section 6.05) of the Person formed or acquired with or into the Borrower or a Subsidiary (which shall be a Restricted Subsidiary to the extent required by Section 6.04) in order to consummate such Investment;
 - (f) costs, fees and expenses related to any equity or debt offering expressly permitted by this Agreement or any Permitted Investment, whether or not consummated; and
 - (g) (i) customary salary, bonus and other benefits payable to future, present or former employees, managers, officers, directors, consultants or contractors (or any spouses, former spouses, successors, executors, administrators, heirs, trustees, legatees or distributees of any of the foregoing) to the extent such salaries, bonuses and other benefits are attributable to the ownership or operation of the Borrower and its Restricted Subsidiaries or (ii) payments permitted under Sections 6.08(7);
- (9) Restricted Payments to pay (or permit any direct or indirect parent entity to pay) cash in lieu of the issuance of fractional Equity Interests in connection with the exercise of warrants, upon the conversion or exchange of Equity Interests of any such Person, in connection with any merger, consolidation, amalgamation or other business combination, or in connection with any dividend, distribution, split or combination of Equity Interests or any Permitted Investment;
- (10) [Reserved];
- (11) the making of any Restricted Payment in exchange for, or out of or with the net cash proceeds of the substantially concurrent sale (other than to a Restricted Subsidiary of the Borrower) of Equity Interests (other than Disqualified Stock) of the Borrower or any Parent Entity or from the substantially concurrent contribution of common equity capital to the Borrower, in each case that are Not Otherwise Applied, other than (a) Excluded Contributions and (b) Cure Amounts;

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- (12) Restricted Payments that are made with Excluded Contributions that are Not Otherwise Applied;
- (13) Restricted Payments of Investments in one or more Unrestricted Subsidiaries;
- (14) Restricted Payments (the proceeds of which may be utilized by any Parent Entity) in an aggregate amount not to exceed the sum of:
- (a) when taken together with any prepayments, repayments, redemptions, purchases, defeasances or satisfactions made under clause (1)(f)(i) of Section 6.11, the greater of (i) \$125.0 million and (ii) an amount equal to the Equivalent Percentage of the amount set forth in clause (i) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of making such Restricted Payment; *provided*, in each case, that no Event of Default shall have occurred and be continuing; and
 - (b) the Available Amount at such time; *provided* that (i) no Event of Default shall have occurred and be continuing or result therefrom and (ii) solely with respect to amounts attributable to clause (2) of the definition of the Available Amount, the Total Net Leverage Ratio (after giving Pro Forma Effect to such Restricted Payment) would be less than or equal to the Closing Date Total Net Leverage Ratio;
- (15) Restricted Payments; *provided* that the Total Net Leverage Ratio (after giving Pro Forma Effect to such Restricted Payment) would be less than or equal to 1.00x inside of the Closing Date Total Net Leverage Ratio; and
- (16) the issuance of, entry into (including any payments of premiums in connection therewith), performance of obligations under, or exercise, transfer, assignment, unwinding, settlement or early termination of, or the satisfaction of any condition that would permit or require any of the foregoing, any Permitted Bond Hedge Transaction; the issuance of, entry into, performance of obligations under, or repurchase, redemption, transfer, assignment, unwinding, settlement, cancellation or early termination of, or the satisfaction of any condition that would permit or require any of the foregoing, any related Permitted Warrant Transaction; and the issuance of, entry into performance of obligations under (including any payments of interest), conversion, exercise, repurchase, redemption, transfer, assignment, unwinding, settlement, cancellation or early termination of, or the satisfaction of any condition that would permit or require any of the foregoing, any Convertible Indebtedness, in each case, whether in cash, common Capital Stock of Borrower or any direct or indirect parent of Borrower or other securities or property following a merger event or other change of the common Capital Stock of Borrower or such parent and whether in whole or in part and including by netting or set-off.

The amount set forth in Section 6.07(14)(a) may (without duplication), in lieu of Restricted Payments, be utilized by the Borrower or any Restricted Subsidiary to (i) make or hold any Investments without regards to Section 6.04 or (ii) prepay, repay redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof any Junior Financing without regards to Section 6.11.

SECTION 6.08. Transactions with Affiliates. Engage in any transaction with any Affiliate of the Borrower, except that this Section 6.08 will not prohibit:

- (1) any transactions between or among the Borrower or any of the Restricted Subsidiaries or any Person that becomes a Restricted Subsidiary as a result of such transaction;
- (2) any transactions on terms substantially as favorable to the Borrower or such Restricted Subsidiary (as applicable) as would be obtainable by the Borrower or such Restricted Subsidiary at the time in a comparable arm's-length transaction with a Person other than an Affiliate (as determined by the Borrower in good faith);
- (3) the Transactions (including the issuance or conversion of Equity Interests in connection therewith) and the payment of fees and expenses (including the Transaction Costs) related to the Transactions;
- (4) the issuance, transfer or conversion of Equity Interests (other than Disqualified Stock) of the Borrower or any Parent Entity not constituting a Change in Control;
- (5) employment and severance arrangements and confidentiality agreements among the Borrower, any of its Subsidiaries or any direct or indirect parent thereof and any future, present or former employee, manager, officer, director, consultant or contractor (or any spouses, former spouses, successors, executors, administrators, heirs, trustees, legatees or distributees of any of the foregoing) of the Borrower, any of its Subsidiaries or any direct or indirect parent thereof in the ordinary course of business and transactions pursuant to equity plans, stock option or profits interest plan or any other equity or benefit plan or other similar agreement or arrangement (including to the extent set forth in any separation, stock subscription, shareholder, partnership or similar agreement);
- (6) the licensing of Intellectual Property Rights in the ordinary course of business to permit the commercial exploitation of Intellectual Property Rights between or among the Borrower, its Affiliates or its Restricted Subsidiaries;
- (7) the payment of fees, reasonable out-of-pocket costs and expenses to, and indemnities provided to or on behalf of, any officers, directors, managers, employees, consultants or contractors of the Borrower, any of its Subsidiaries or any direct or indirect parent thereof in the ordinary course of business to the extent attributable to the ownership or operation of the Borrower and the Restricted Subsidiaries or any such parent's separate existence;
- (8) any other transaction, agreement, instrument or arrangement as in effect as of the Closing Date and, with respect to each such transaction, agreement, instrument or arrangement involving aggregate payments or consideration in excess of \$25.0 million, set forth on Schedule 6.08, or any amendment thereto (so long as any such amendment is not materially adverse to the Lenders, taken as a whole, as compared to the applicable transaction, agreement, instrument or arrangement as in effect on the Closing Date);

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- (9) any Restricted Payments permitted under Section 6.07, transactions permitted under Sections 6.05 and Investments permitted under Section 6.04;
 - (10) (a) the Tax Receivable Agreement or transactions thereunder or (b) payments by the Borrower, any Subsidiary or any direct or indirect parent thereof pursuant to reasonable tax sharing arrangements between or among such Persons;
 - (11) any transactions in which the Borrower or any of the Restricted Subsidiaries, as the case may be, delivers to the Administrative Agent a letter from an Independent Financial Advisor stating that such transaction is fair to the Borrower or any such Restricted Subsidiary, as applicable, from a financial point of view or meets the requirements of clause (2) of this Section 6.08 (without giving effect to the parenthetical phrase at the end thereof);
 - (12) any transaction or series of related transactions with consideration valued (as determined in good faith by the Borrower) at less than the greater of (a) \$20.0 million and (b) an amount equal to the Equivalent Percentage of the amount set forth in clause (a) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of consummating such transaction(s);
 - (13) investments by the Investors in securities of the Borrower or any Parent Entity or Indebtedness of the Borrower, any Parent Entity or any of the Restricted Subsidiaries so long as (a) the investment is being offered generally to other investors on the same or more favorable terms and (b) any such investment constitutes less than 5.0% of the proposed or outstanding issue amount of such class of securities; *provided*, that any investments in debt securities by any Debt Fund Affiliates shall not be subject to the limitation in this clause (b);
 - (14) payments to or from, and transactions with, Joint Ventures (to the extent any such Joint Venture is only an Affiliate as a result of Investments by the Borrower and the Restricted Subsidiaries in such Joint Venture);
 - (15) transactions between or among the Borrower or its Subsidiaries effected as part of any Qualified Receivables Transaction;
 - (16) the payment of reasonable out-of-pocket costs and expenses relating to registration rights and indemnities provided to shareholders of the Borrower or any Parent Entity pursuant to the stockholders agreement or the registration and participation rights agreement entered into on the Closing Date in connection therewith;
 - (17) the payment of any dividend or distribution or consummation of any redemption within sixty (60) days after the date of declaration thereof or the giving of a redemption notice related thereto, if at the date of declaration or notice such payment would have complied with the provisions of this Agreement;

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- (18) transactions between or among the Borrower, any of its Restricted Subsidiaries or any direct or indirect parent thereof and any Person, a director of which Person is also a director of the Borrower or any Parent Entity of the Borrower; *provided, however*, that such director abstains from voting as a director of the Borrower or such Parent Entity, as the case may be, on any matter involving such other Person and such Person is not an Affiliate of the Borrower for any reason other than such director's acting in such capacity;
 - (19) payments, loans (or cancellation of loans) or advances to any future, present or former employee, manager, officer, director, consultant or contractor (or any spouses, former spouses, successors, executors, administrators, heirs, trustees, legatees or distributees of any of the foregoing) that are approved in good faith by a majority of the Disinterested Directors of the Borrower, any of its applicable Restricted Subsidiaries or any applicable direct or indirect parent of the foregoing;
 - (20) any purchase by any Parent Entity of the Equity Interests of the Borrower and the issuance, sale or transfer of Equity Interests of the Borrower to any Parent Entity and capital contributions by any Parent Entity to the Borrower (and payment of reasonable out-of-pocket expenses incurred in connection therewith);
 - (21) the existence of, or the performance by the Borrower or any of its Subsidiaries of its obligations under the terms of, any customary registration rights agreement to which such Person or any Parent Entity is a party or becomes a party in the future; and
 - (22) transactions approved by a majority of the Disinterested Directors of the Borrower or any applicable Parent Entity.

SECTION 6.09. Business of the Borrower and its Subsidiaries. Engage in any material line of business substantially different from those lines of business conducted or proposed to be conducted by the Borrower and its Restricted Subsidiaries on the Closing Date (after giving effect to the Transactions) and any business that is similar, corollary, ancillary, incidental or complementary or related to, or a reasonable extension, development or expansion of, the businesses conducted or proposed to be conducted by the Borrower and its Restricted Subsidiaries on the Closing Date (after giving effect to the Transactions), including any Similar Business.

SECTION 6.10. Burdensome Agreements. Enter or permit any Material Restricted Subsidiary to enter into any Contractual Obligation (other than the Loan Documents, the ABL Loan Documents or the Impax Convertible Notes) that by its terms restricts (I) with respect to any such Material Restricted Subsidiary that is not a Guarantor, Restricted Payments from such Material Restricted Subsidiary to the Borrower or any other Loan Party, as applicable, that is a direct or indirect parent of such Restricted Subsidiary or (II) with respect to the Borrower or any such Material Restricted Subsidiary that is a Loan Party, the granting of Liens by such Material Restricted Subsidiary pursuant to the Security Documents; *provided* that the foregoing clauses (I) and (II) will not apply to any Contractual Obligations that:

- (1) (a) exist on the Closing Date and are, to the extent such Contractual Obligation relates to any security with a value exceeding \$25.0 million, listed on Schedule 6.10 and (b) to the extent Contractual Obligations permitted by clause (a) are set forth in an agreement evidencing Indebtedness, are set forth in any agreement evidencing any permitted Refinancing of such Indebtedness so long as (to the extent not otherwise permitted by this Section 6.10) such Refinancing does not materially expand the scope of such Contractual Obligation with respect to restrictions described in the preceding clauses (I) or (II);

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- (2) are (a) binding on a Restricted Subsidiary at the time such Restricted Subsidiary first becomes a Restricted Subsidiary or (b) acquired in connection with a Permitted Investment, so long as, in each case, such Contractual Obligations were not entered into in contemplation of such Person becoming a Restricted Subsidiary or such Permitted Investment, in each case as such Contractual Obligations may be amended, restated, supplemented, modified extended renewed or replaced, so long as such amendment, restatement, supplement, modification, extension, renewal or replacement does not expand in any material respect the scope of any restriction contemplated by this Section 6.10 contained therein;
 - (3) represent Indebtedness of a Restricted Subsidiary that is not a Loan Party;
 - (4) are customary restrictions and conditions that arise in connection with (a) any Lien (other than Liens on Collateral) permitted by Section 6.02, and relate to the property permitted to be subject to such Lien; or (b) any Disposition pending consummation of such Disposition and solely with respect to the assets (including Equity Interests) subject to such Disposition;
 - (5) are customary provisions in joint venture or similar agreements relating to the applicable joint venture;
 - (6) are negative pledges and restrictions on Liens in favor of any holder of Indebtedness permitted under Section 6.01, but solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness and the proceeds and products thereof;
 - (7) are customary restrictions on leases, subleases, licenses or asset sale agreements otherwise permitted hereby so long as such restrictions relate to the assets subject thereto;
 - (8) comprise restrictions imposed by any agreement relating to secured Indebtedness permitted under Section 6.01 to the extent that such restrictions apply only to the property or assets securing such Indebtedness;
 - (9) are (a) customary provisions restricting subletting or assignment of any lease governing a leasehold interest or (b) customary net worth provisions contained in Real Property leases entered into by Restricted Subsidiaries, so long as a Responsible Officer of 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 the other Restricted Subsidiaries to meet their ongoing obligations;
 - (10) are customary provisions restricting assignment of any Contractual Obligation entered into in the ordinary course of business;

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- (11) are customary provisions contained in leases or licenses of Intellectual Property Rights and other similar agreements entered into in the ordinary course of business;
 - (12) are restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business;
 - (13) arise in connection with cash or other deposits permitted under Section 6.02;
 - (14) comprise restrictions in any Indebtedness permitted pursuant to Section 6.01 that are, taken as a whole, in the good faith judgment of the Borrower, no more restrictive with respect to the Borrower or any Restricted Subsidiary than customary market terms for agreements governing Indebtedness of such type or otherwise reasonably acceptable to the Administrative Agent, so long as the Borrower shall have determined in good faith that such restrictions will not affect its obligation or ability to make any payments required hereunder;
 - (15) apply by reason of any applicable Law, rule, regulation or order or are required by any Governmental Authority having or purporting to have jurisdiction over the Borrower or any Restricted Subsidiary;
 - (16) customary restrictions contained in Indebtedness permitted to be incurred pursuant to Sections 6.01(4) and (11)(a), and any Permitted Refinancing Indebtedness in respect of the foregoing;
 - (17) consist of any encumbrances or restrictions imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (1) through (16) above, so long as such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Borrower, not materially more restrictive with respect to such Lien, dividend and other payment restrictions, taken as a whole, than those contained in the Lien, dividend or other payment restrictions prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing; or
 - (18) are encumbrances or restrictions applicable to a Receivables Subsidiary in connection with a Qualified Receivables Financing that, in the good faith determination of the Borrower, are necessary or advisable to effect such Qualified Receivables Financing.

SECTION 6.11. Limitation on Payments and Modifications of Certain Indebtedness; Amendments of Certain Documents.

- (1) Prepayments of Junior Financing. Prepay, repay, redeem, purchase, defease or otherwise satisfy prior to scheduled maturity thereof any Junior Financing, except:
 - (a) the refinancing thereof with the Net Cash Proceeds of, or in exchange for, any Permitted Refinancing Indebtedness;

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- (b) the conversion or exchange of any Junior Financing into or for Equity Interests (other than Disqualified Stock) of the Borrower or any Parent Entity;
 - (c) the prepayment repayment, redemption, purchase, defeasance or satisfaction of any of Indebtedness of the Borrower or any of its Restricted Subsidiaries owed to the Borrower or any of its Restricted Subsidiaries;
 - (d) the prepayment, repayment, redemption, purchase, defeasance or satisfaction of any Junior Financing with the proceeds of (i) any other Junior Financing or (ii) any Qualified Equity Interests or any cash contribution to the common equity capital of the Borrower after the Closing Date (other than any Cure Amount or Excluded Contribution) that is Not Otherwise Applied; *provided* that such prepayment, repayment, redemption, purchase, defeasance or satisfaction is made within 60 days after receipt of such proceeds and no Event of Default has occurred and is continuing;
 - (e) payments or distributions in respect of all or any portion of such Junior Financing with the proceeds contributed directly or indirectly to the Borrower by any Parent Entity from the issuance, sale or exchange by any Parent Entity of Equity Interests (other than Disqualified Stock, Cure Amounts or Excluded Contributions) made within eighteen (18) months prior thereto and Not Otherwise Applied;
 - (f) prepayments, repayments, redemptions, purchases, defeasances or satisfactions of any Junior Financing in an aggregate amount not to exceed the sum of:
 - (i) when taken together with any Restricted Payments made under Section 6.07(14)(a), the greater of (A) \$125.0 million and (B) an amount equal to the Equivalent Percentage of the amount set forth in clause (A) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of making such prepayment, repayment, redemption, purchase, defeasance or satisfaction; *provided*, in each case, that no Event of Default shall have occurred and be continuing or shall result therefrom; and
 - (ii) the Available Amount at such time; *provided* that (A) no Event of Default shall exist after giving effect to such Restricted Payment or shall result therefrom and (B) solely with respect to amounts attributable to clause (2) of the definition of the Available Amount, the Total Net Leverage Ratio (after giving Pro Forma Effect to such Restricted Payment) would be less than or equal to the Closing Date Total Net Leverage Ratio;
 - (g) prepayments, repayments, redemptions, purchases, defeasances or satisfactions, of any Junior Financing so long as the Total Net Leverage Ratio (after giving Pro Forma Effect to such prepayment, repayment, redemption, purchase, defeasance or satisfaction) would be less than or equal to 1.00x inside of the Closing Date Total Net Leverage Ratio; or
 - (h) any Specified Tender Offer;

provided, however, that each of the following shall be permitted: payments of regularly scheduled principal and interest (including default interest and any “AHYDO” catch-up payment) on Junior Financing, fees related to Junior Financing, indemnity and expense reimbursement payments in connection with Junior Financing, and mandatory prepayments, mandatory redemptions and mandatory purchases of any Junior Financing (including any principal, premium or interest with respect thereto), in each case pursuant to the terms of the applicable Junior Financing Documentation.

The amount set forth in clause (1)(f)(i) of this Section 6.11 (without duplication) may be, in lieu of prepayments, repayments, redemptions, purchases, defeasances or satisfactions of any Junior Financing, be utilized by the Borrower or any Restricted Subsidiary to (i) make or hold any Investments without regards to Section 6.04 or (ii) make Restricted Payments without regards to Section 6.07.

- (2) Amendments to Junior Financing Documentation. Amend, modify or change in any manner without the consent of the Administrative Agent, any Junior Financing Documentation in a manner that is materially adverse to the interests of the Lenders (taken as a whole), in each case other than as a result of a Permitted Refinancing thereof; *provided* that a certificate of a Responsible Officer delivered to the Administrative Agent at least four (4) Business Days (or such shorter period as may be agreed by the Administrative Agent) prior to any such amendment, modification or change, together with a reasonably detailed description of the material terms and conditions of such amendment, modification or change or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the requirement of this clause (2) shall be conclusive evidence that such amendment, modification or change satisfies this clause (2) unless the Administrative Agent notifies the Borrower within such four (4) Business Day (or shorter) period that it disagrees with such determination (including a description of the basis upon which it disagrees); or
- (3) Amendments to Organization Documents. Amend, modify or change its certificate or articles of incorporation or formation (including by the filing or modification of any certificate or articles of designation), certificate of formation, limited liability company agreement or by-laws (or the equivalent organizational documents), as applicable, in each case, in any manner materially adverse to the interests of the Lenders (taken as a whole); *provided* that, in each case, a certificate of a Responsible Officer delivered to the Administrative Agent at least four (4) Business Days (or such shorter period as may be agreed by the Administrative Agent) prior to any such amendment, modification or change, together with a reasonably detailed description of the material terms and conditions of such amendment, modification or change or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the requirement of this clause (3) shall be conclusive evidence that such amendment, modification or change satisfies such requirement unless the Administrative Agent notifies the Borrower within such four (4) Business Day (or shorter) period that it disagrees with such determination (including a description of the basis upon which it disagrees).

SECTION 6.12. Use of Proceeds. The Borrower shall not use, and the Borrower shall procure that its Subsidiaries and its or their respective directors, officers, employees and, to the Borrower's knowledge, agents shall not use, the proceeds of the Term Loans (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in or with any Sanctioned Country, or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

ARTICLE VII

[Reserved].

ARTICLE VIII

Events of Default

SECTION 8.01. Events of Default. In case of the happening of any of the following events (each, an “*Event of Default*”):

- (1) any representation or warranty made by the Borrower or any other Loan Party herein or in any other Loan Document or any certificate or document required to be delivered pursuant hereto or thereto proves to have been false or misleading in any material respect when so made; *provided* that the failure of any Specified Acquisition Agreement Representation to be true and correct will not result in a Default or an Event of Default, unless such failure results in a failure of a condition precedent to the Borrower's (or its Affiliates') obligation to consummate the Acquisition pursuant to the terms of the Acquisition Agreement or such failure gives the Borrower (or its Affiliates) the right (taking into account any applicable cure provisions) to terminate its (or their) obligations under the Acquisition Agreement;
- (2) default is made in the payment of any principal of any Term Loan when and as the same becomes due and payable, whether at the due date thereof, at a date fixed for prepayment thereof, by acceleration thereof or otherwise;
- (3) default is made in the payment of any interest on any Term Loan or in the payment of any fee (other than an amount referred to in clause (2) of this Section 8.01), when and as the same becomes due and payable, and such default continues unremedied for a period of five (5) Business Days;
- (4) default is made in the due observance or performance by the Borrower or any Restricted Subsidiary of any covenant, condition or agreement contained in Section 5.01(1) (with respect to the Borrower only), 5.05(1) or in Article VI (in each case solely to the extent applicable to such Person);
- (5) default is made in the due observance or performance by the Borrower or any Restricted Subsidiary of any covenant, condition or agreement contained in any Loan Document (other than those specified in clauses (1), (2), (3) and (4) of this Section 8.01), in each

case solely to the extent applicable to such Person, and such default continues unremedied for a period of 30 days after the earlier of (x) receipt of written notice thereof from the Administrative Agent to the Borrower and (y) the date on which an executive officer of the Borrower becomes aware of such default;

- (6) (a) (i) any event or condition occurs (other than, with respect to Indebtedness under any Hedge Agreement, termination events or equivalent events pursuant to the terms of such Hedge Agreement that do not result from a default thereunder by a Loan Party or Restricted Subsidiary) that (A) results in any Material Indebtedness becoming due prior to its scheduled maturity or (B) 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 Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity or (ii) the Borrower or any Restricted Subsidiary fails to pay the principal of any Material Indebtedness at the stated final maturity thereof and (b) such event, condition or failure is unremedied and is not waived or cured by the holders of such Indebtedness prior to any acceleration of the Term Loans pursuant to this Section 8.01; *provided* that this clause (6) will not apply to any (A) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of all or a portion of the property or assets securing such Indebtedness or (B) any redemption, repurchase, conversion, exercise or settlement (or the occurrence of any event or satisfaction of any condition giving rise to or permitting any of the foregoing) with respect to any Convertible Indebtedness pursuant to its terms unless such redemption, repurchase, conversion or settlement (or occurrence, giving rise to, or permitting any of the foregoing) results from a default thereunder or an event of the type that constitutes an Event of Default thereunder; *provided, further*, that the failure to observe or perform a financial maintenance covenant under the ABL Credit Agreement (a “**Financial Covenant Default**”) shall not in and of itself constitute an Event of Default hereunder until the later of (i) 90 days following the date of such Financial Covenant Default and (ii) the date on which the lenders under the ABL Credit Agreement shall have accelerated payment of the ABL Obligations and terminated the commitments with respect thereto; *provided, further*, that, for the avoidance of doubt, prior to the time it becomes an Event of Default hereunder, any Financial Covenant Default may be waived, amended, terminated or otherwise modified from time to time in accordance with the ABL Credit Agreement;
- (7) a Change in Control occurs;
- (8) an involuntary proceeding is commenced or an involuntary petition is filed in a court of competent jurisdiction seeking:
- (a) relief in respect of the Borrower or any of the Material Restricted Subsidiaries, or of a substantial part of the property or assets of the Borrower or any Material Restricted Subsidiary, under Title 11 of the United States Code, as now constituted or hereafter amended, or any other applicable federal, state or foreign bankruptcy, insolvency, receivership or similar law;

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- (b) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any of the Material Restricted Subsidiaries or for a substantial part of the property or assets of the Borrower or any Restricted Subsidiary; or
 - (c) the winding up or liquidation of the Borrower or any Material Restricted Subsidiary (except, in the case of any Material Restricted Subsidiary, in a transaction permitted by Section 6.05) and such proceeding or petition continues undismissed for 60 days or an order or decree approving or ordering any of the foregoing is entered;
- (9) the Borrower or any Material Restricted Subsidiary:
- (a) voluntarily commences any proceeding or files any petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other applicable federal, state or foreign bankruptcy, insolvency, receivership or similar law;
 - (b) consents to the institution of, or fails to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in clause (8) of this Section 8.01;
 - (c) applies for or consents to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any of the Material Restricted Subsidiaries or for a substantial part of the property or assets of the Borrower or any Material Restricted Subsidiary;
 - (d) files an answer admitting the material allegations of a petition filed against it in any such proceeding;
 - (e) makes a general assignment for the benefit of creditors; or
 - (f) becomes unable or admits in writing its inability or fails generally to pay its debts as they become due;
- (10) the Borrower or any Restricted Subsidiary fails to pay one or more final judgments for the payment of money aggregating in excess of the Threshold Amount (to the extent not covered by insurance or other indemnity obligation), which such judgment(s) are not satisfied, vacated, discharged, stayed, bonded pending appeal or effectively waived or stayed for a period of 60 consecutive days;
- (11) an ERISA Event occurs with respect to any Plan or Multiemployer Plan, and such ERISA Event, together with all other such ERISA Events, if any, is reasonably expected to have a Material Adverse Effect; or
- (12) (a) any material provision of the Loan Documents, taken as a whole, at any time after their execution and delivery and prior the Payment In Full of the Obligations, for any reason other than as expressly permitted under a Loan Document (including as a result of

a transaction permitted under Section 6.05), ceases to be, or is asserted in writing by the Borrower or any Restricted Subsidiary not to be, for any reason, a legal, valid and binding obligation of any party thereto, (b) any security interest purported to be created by any Security Document and to extend to assets that are not immaterial to the Borrower and the Restricted Subsidiaries, when taken as a whole, on a consolidated basis ceases to be, or is asserted in writing by the Borrower or any other Loan Party not to be, a valid and perfected security interest in the Collateral covered thereby, except to the extent that any such loss of validity or perfection results from (i) the limitations of foreign laws, rules and regulations or the application thereof, or (ii) the failure of the Collateral Agent to maintain possession of certificates actually delivered to it representing securities pledged under a Security Document or to file Uniform Commercial Code continuation statements or take any other action and except to the extent that such loss is covered by a lender's title insurance policy and the Collateral Agent is reasonably satisfied with the credit of such insurer or (c) the Guarantees pursuant to the Security Documents by any Material Restricted Subsidiary Guarantor of any of the Obligations cease to be in full force and effect (other than in accordance with the terms hereof or thereof, including the release of such Person as provided for under the Loan Documents and the Payment in Full of the Obligations) or are asserted in writing by the Borrower or any other Subsidiary Loan Party not to be in effect or not to be legal, valid and binding obligations, except in the cases of clauses (b) and (c), in connection with an Asset Sale permitted by this Agreement;

then, (i) upon the occurrence of any such Event of Default (other than an Event of Default with respect to the Borrower described in clause (8) or (9) of this Section 8.01), and at any time thereafter during the continuance of such Event of Default, the Administrative Agent, at the request of the Required Lenders, will, by notice to the Borrower, take any or all of the following actions, at the same or different times: (A) declare the Term Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Term Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Borrower accrued hereunder and under any other Loan Document, will 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 (B) exercise all rights and remedies granted to it under any Loan Document and all of its rights under any other applicable law or in equity, and (ii) in any event with respect to the Borrower described in clause (8) or (9) of this Section 8.01, the principal of the Term Loans then outstanding, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Borrower accrued hereunder and under any other Loan Document, will 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.

ARTICLE IX

The Agents

SECTION 9.01. Appointment.

- (1) Each Lender (in its capacities as a Lender and on behalf of itself and its Affiliates as potential counterparties to Hedge Agreements) hereby irrevocably designates and appoints the entity named as Administrative Agent in the heading of this Agreement and its permitted successors and assigns to serve as administrative agent under this Agreement and the other Loan Documents, as applicable, including as the Collateral Agent for such Lender and the other applicable Secured Parties under the applicable Security Documents, and each such Lender irrevocably authorizes the Administrative Agent, in such capacities, 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 delegated to the Administrative Agent under this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. In addition, to the extent required under the laws of any jurisdiction other than the United States, each of the Lenders hereby grants to the Administrative Agent any required powers of attorney to execute and enforce any Security Document governed by the laws of such jurisdiction on such Lender's behalf. Without limiting the foregoing, each Lender hereby authorizes the Administrative Agent to execute and deliver, and to perform its obligations under, each of the Loan Documents to which the Administrative Agent is a party, to exercise all rights, powers and remedies that the Administrative Agent may have under such Loan Documents.
- (2) Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, 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; additionally, each Lender agrees that it will not assert any claim against the Administrative Agent based on an alleged breach of fiduciary duty by the Administrative Agent in connection with this Agreement and transactions contemplated hereby. To the extent required by any applicable 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 other Governmental Authority asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any Lender because the appropriate form was not delivered or was not properly executed or because such Lender failed to notify the Administrative Agent of a change in circumstance which rendered the exemption from, or reduction of, withholding Tax ineffective or for any other reason, such Lender shall indemnify the Administrative Agent fully for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, including any penalties or interest and together with all expenses (including legal expenses, allocated internal costs and out-of-pocket expenses) incurred. For the avoidance of doubt, no Borrower shall have liability for the actions of the Administrative Agent pursuant to the immediately preceding sentence.
- (3) In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, (a) 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 (i) 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 Agents and any Subagents allowed in such judicial proceeding and (ii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same, and (b) 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.

SECTION 9.02. Delegation of Duties. The Administrative Agent may execute any of its 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. The Administrative Agent shall not be responsible for the negligence or misconduct of the agents or attorneys-in-fact selected by it with reasonable care. The Administrative Agent may also from time to time, when the Administrative Agent 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 Administrative Agent. Should any instrument in writing from the Borrower or any other Loan Party be reasonably required by any Subagent so appointed by the Administrative 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 reasonable written request by the Administrative Agent. If any Subagent, or successor thereto, shall die, 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 Administrative Agent until the appointment of a new Subagent. The Administrative Agent shall not be responsible for the negligence or misconduct of any agent, attorney-in-fact or Subagent that it selects in accordance with the foregoing provisions of this Section 9.02 in the absence of the Administrative Agent’s gross negligence or willful misconduct.

SECTION 9.03. Exculpatory Provisions. None of the Administrative Agent, its Affiliates or any of their respective officers, directors, employees, agents or attorneys-in-fact shall be (1) liable for any action lawfully 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) or (2) 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, statement or other document referred to or provided for in, or received by the Agents 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 party thereto to perform its obligations hereunder or thereunder. The Agents shall not be under any obligation to any Lender to ascertain or to inquire as to the observance 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. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing, and (b) the Administrative Agent shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into:

- (i) any statement, warranty or representation made in or in connection with this Agreement or any other 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 or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default;
- (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Security Documents;
- (v) the value or the sufficiency of any Collateral; or
- (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

SECTION 9.04. Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) or conversation believed in good faith by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed in good faith by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to any Borrowing that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to such Borrowing. The Administrative 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. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative 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 advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all or other Lenders) as it deems appropriate or 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. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all or other Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Term Loans.

SECTION 9.05. Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless the Administrative Agent has received written notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a “notice of default.” In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give 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 as it shall deem advisable in the best interests of the Lenders.

SECTION 9.06. Non-Reliance on Agents and Other Lenders. Each Lender expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, attorneys-in-fact or Affiliates have made any representations or warranties to it and that no act by the Administrative Agent 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 the Administrative Agent to any Lender. Each Lender represents to the Agents that it has, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own 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 Term Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it shall 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, the Administrative Agent shall not 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 the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

SECTION 9.07. Indemnification. The Lenders agree to indemnify each Agent (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), 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 Term Loans) be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of the Commitments, this Agreement, any of the other Loan Documents 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 the Administrative Agent under or in connection with 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 the Administrative Agent's gross negligence or willful misconduct. The failure of any Lender to reimburse the Administrative Agent promptly upon demand for its ratable share of any amount required to be paid by the Lenders to the Administrative Agent as *provided* herein shall not relieve any other Lender of its obligation hereunder to reimburse the Administrative Agent for its ratable share of such amount, but no Lender shall be responsible for the failure of any other Lender to reimburse the Administrative Agent for such other Lender's ratable share of such amount. The agreements in this Section 9.07 shall survive the payment of the Term Loans and all other amounts payable hereunder.

SECTION 9.08. 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 the Administrative Agent were not the Administrative Agent. With respect to its Term 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 the Administrative Agent, and the terms "Lender" and "Lenders" shall include each Agent in its individual capacity.

SECTION 9.09. Successor Agent. The Administrative Agent may resign as Administrative Agent upon thirty days' notice to the Lenders and the Borrower. If the Administrative Agent resigns as the Administrative Agent under this Agreement and the other Loan Documents, then the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall (unless a Specified Event of Default shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent, and the reference to the resigning Administrative Agent means such successor agent effective upon such appointment and approval, and the former Administrative Agent's rights, powers and duties as Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Term Loans. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent which shall be a bank with an office in New York, New York, or an Affiliate of any such bank. If no successor agent has accepted appointment as Administrative Agent by the date that is 30 days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation will nevertheless thereupon become effective, and the Required Lenders will thereafter perform all the duties of such Administrative Agent hereunder or under any other Loan Document until such time, if any, as the Required Lenders appoint a successor Administrative Agent, which shall (unless a Specified Event of Default shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed). After any retiring Administrative Agent's resignation as Administrative Agent, the provisions of this Section 9.09 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and the other Loan Documents.

SECTION 9.10. Arrangers. None of the Arrangers will have any duties, responsibilities or liabilities hereunder in their respective capacities as such.

SECTION 9.11. Collateral and Guaranty Matters.

- (1) Each of the Lenders (including in its capacity as a potential Qualified Counterparty) and the other Secured Parties irrevocably appoints and authorizes the Administrative Agent and the Collateral Agent to be the agent for and representative of the Lenders with respect to the Collateral Agreement, the Collateral and the Security Documents, together with such powers and discretion as are reasonably incidental thereto; *provided* that neither the Administrative Agent nor the Collateral Agent shall owe any fiduciary duty, duty of loyalty, duty of care, duty of disclosure or any other obligation whatsoever to any holder of Obligations with respect to any Specified Hedge Agreement.
- (2) Each Agent, each Lender and each other Secured Party agrees that:
 - (a) Liens on any property granted to or held by an Agent in favor of any Secured Party under any Loan Document will be automatically released,

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- (i) upon Payment in Full and the termination of the Commitments;
 - (ii) at the time the property subject to such Lien is Disposed (or to be Disposed) as part of, or in connection with, any transfer permitted under the Loan Documents to any Person that is not (and is not required to be) a Loan Party,
 - (iii) if the property subject to such Lien is owned by a Guarantor, upon release of such Guarantor from its obligations under the Collateral Agreement pursuant to clause (c) below;
 - (iv) subject to Section 10.08, if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders; or
 - (v) upon such property becoming an Excluded Asset or Excluded Equity Interest.
- (b) it will release or subordinate any Lien on any property granted to or held by the Administrative Agent or the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.02(3);
 - (c) if any Subsidiary Loan Party ceases to be a Subsidiary in a transaction permitted hereunder, is not a Material Subsidiary or as a result of a transaction permitted hereunder becomes an Excluded Subsidiary (in each case, as certified in writing by a Responsible Officer), and the Borrower notifies the Administrative Agent in writing that it wishes such Guarantor to be released from its obligations under the Collateral Agreement and, upon request of the Administrative Agent or the Collateral Agent, as applicable, provides the Administrative Agent and the Collateral Agent certifications that such Subsidiary Loan Party is not a Material Subsidiary or has become an Excluded Subsidiary (as applicable), it will release (or evidence the release) of (i) such Subsidiary Loan Party from its obligations under the Collateral Agreement and the other Loan Documents and (ii) any Liens granted by such Subsidiary or Liens on the Equity Interests of such Subsidiary; and
 - (d) the Administrative Agent and the Collateral Agent will exclusively exercise the rights and remedies under the Loan Documents, and neither the Lenders nor any other Secured Party will exercise such rights and remedies (other than the Required Lenders through the Administrative Agent); *provided* that the foregoing shall not preclude any Lender from exercising any right of set-off in accordance with the provisions of Section 10.06 or enforcing compliance with the provisions set forth in clauses (i) through (vi) of Section 10.08(2) or from exercising rights and remedies (other than the enforcement of Collateral) with respect to any payment default after the occurrence of the Maturity Date with respect to any Term Loans made by it or filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law.

Each Agent agrees that it will take such action and execute any such documents as may be reasonably requested by the Borrower in connection with any of the foregoing releases or any such subordination. Each of the Collateral Agent and the Administrative Agent shall be entitled to rely exclusively on an officers certificate of the Borrower confirming that such release or subordination (as applicable) is permitted hereunder. Each Lender and each Secured Party irrevocably authorizes each Administrative Agent to take such action and execute any such document and consents to such reliance. No Agent will be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Collateral Agent's Lien thereon, or contained in any certificate prepared or delivered by the Borrower or any Loan Party in connection with the Collateral or compliance with the terms set forth above or in a Loan Document, nor shall any Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral.

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Loan Party from its obligations under, the Loan Documents. Notwithstanding anything to the contrary set forth herein, any execution and delivery of documents by any Agent pursuant to this Section 9.11 shall be without recourse to or warranty by such Agent and at the Borrower's expense; and such documents shall be reasonably acceptable to such Agent and the Borrower.

- (3) Anything contained in any of the Loan Documents to the contrary notwithstanding, each Agent, each Lender and each Secured Party hereby agree that:
- (a) no Lender or other Secured Party shall have any right individually to realize upon any of the Collateral or to enforce the Collateral Agreement or any other Loan Document, it being understood and agreed that all powers, rights and remedies hereunder and under any of the Loan Documents may be exercised solely by the Administrative Agent or the Collateral Agent, as applicable, for the benefit of the Secured Parties in accordance with the terms hereof and thereof, and all powers, rights and remedies under the Collateral Documents may be exercised solely by the Collateral Agent for the benefit of the Lenders in accordance with the terms thereof;
 - (b) in the event of a foreclosure or similar enforcement action by the Collateral Agent on any of the Collateral pursuant to a public or private sale or other disposition (including pursuant to Section 363(k), Section 1129(b)(2)(a)(ii) or otherwise of the U.S. Bankruptcy Code), the Collateral Agent (or any Lender, except with respect to a "credit bid" pursuant to Section 363(k), Section 1129(b)(2)(a)(ii) or otherwise of the U.S. Bankruptcy Code) 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 Lenders (but not any Lender or Lenders in its or their respective individual capacities), shall be entitled, upon instructions from the Required Lenders, 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 sale or disposition, to use and apply any of the Obligations as a credit on account of the purchase price for any collateral payable by the Collateral Agent at such sale or other disposition;

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- (c) no provision of any Loan Documents shall require the creation, perfection or maintenance of pledges of or security interests in, or the obtaining of title insurance or abstracts with respect to, any Excluded Assets, any Excluded Equity Interests and any other particular assets, if and for so long as, in the reasonable judgment of the Collateral Agent, the cost of creating, perfecting or maintaining such pledges or security interests in such other particular assets or obtaining title insurance or abstracts in respect of such other particular assets is excessive in view of the fair market value of such assets or the practical benefit to the Lenders afforded thereby as reasonably determined by a Responsible Officer of the Borrower and the Administrative Agent (or with respect to matters relating primarily to the ABL Priority Collateral, the Borrower and the ABL Agent);
 - (d) the Collateral Agent may grant extensions of time for the creation or perfection of security interests in or the obtaining of title insurance and surveys with respect to particular assets (including extensions beyond the Closing Date for the creation or perfection of security interests in the assets of the Loan Parties on such date) where it reasonably determines, in consultation with the Borrower, that creation or 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 Collateral Documents;
 - (e) no actions required by the Laws of any non-U.S. jurisdiction shall be required in order to create any security interests in any assets or to perfect such security interests (including any intellectual property registered in any non-U.S. jurisdiction) (it being understood that there shall be no security agreements or pledge agreements governed under the Laws of any non-U.S. jurisdiction);
 - (f) no control agreements shall be required with respect to assets requiring perfection through control agreements or perfection by “control” (as defined in the Uniform Commercial Code); and
 - (g) the provisions of Section 5.10(4) of this Agreement and Sections 4.01(4) and 4.01(6) of the Collateral Agreement shall supersede any other provision of a Loan Document to the contrary.

SECTION 9.12. Certain ERISA Matters (h).

- (1) 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, solely for the benefit of, the Administrative Agent, the Arrangers and the Bookrunners and their respective Affiliates (the “Relevant Parties”), 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:

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- (a) such Lender is not using “plan assets” of one or more Benefit Plans in connection with the Loans, the Letter of Credit or the Commitments;
- (b) 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, and the conditions of such exemptions are satisfied will continue to be satisfied, with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letter of Credit, the Commitments and this Agreement;
- (c) (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 Letter of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letter of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied, and the conditions of such exemption are satisfied and will continue to be satisfied, with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letter of Credit, the Commitments and this Agreement; or
- (d) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.
- (2) In addition, (I) unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (II) if such sub-clause (i) is not true with respect to a Lender and such Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Relevant Parties, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that:
- (a) none of the Relevant Parties is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, or any of the other Loan Documents);

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- (b) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement is independent (within the meaning of 29 CFR § 2510.3-21, as amended from time to time) and is a bank, an insurance carrier, a registered investment adviser, a registered broker-dealer or other person that has under management or control, total assets of at least \$50 million, in each case as described in 29 CFR § 2510.3-21(c)(1)(i)(A)-(E), as amended from time to time;
 - (c) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letter of Credit, the Commitments and this Agreement is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies;
 - (d) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement is a fiduciary under ERISA or the Code, or both, with respect to the Loans, the Letter of Credit, the Commitments and this Agreement and is responsible for exercising independent judgment in evaluating the transactions hereunder; and
 - (e) no fee or other compensation is being paid directly to any Relevant Party for investment advice (as opposed to other services) in connection with the Loans, the Letter of Credit, the Commitments or this Agreement.
- (3) Each of the Administrative Agent, the Lead Arrangers and the Bookrunners hereby informs the Lenders that each such Person is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letter of Credit, the Commitments and this Agreement, (ii) may recognize a gain if it extended the Loans, the Letter of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letter of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

For purposes of this Section 9.12, the following definitions apply to each of the capitalized terms below:

“**Benefit Plan**” means any of (a) an “employee benefit plan” (as defined in ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in Section 4975 of the Code, to which Section 4975 of the Code applies 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”.

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

ARTICLE X

Miscellaneous

SECTION 10.01. Notices; Communications.

- (1) Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in Section 10.01(2)), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or e-mail, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, in each case, as follows:
 - (a) if to any Loan Party or any Agent, to the address, facsimile number, e-mail address or telephone number specified for such Person on Schedule 10.01; and
 - (b) if to any Lender, to the address, facsimile number, e-mail address or telephone number specified in its Administrative Questionnaire.
- (2) Notices and other communications to the Lenders 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 its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications. Notices sent by e-mail shall be deemed to have been given when sent and confirmation of transmission received (except that, if not sent during normal business hours for the recipient, such e-mail shall be deemed to have been given at the opening of business on the next Business Day for the recipient).
- (3) Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices sent by facsimile shall be deemed to have been given when sent and confirmation of transmission received (except that, if not sent during normal business hours for the recipient, such notice 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 10.01(2) shall be effective as provided in such Section 10.01(2).

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- (4) Any party hereto may change its address, facsimile number or e-mail address for notices and other communications hereunder by notice to the other parties hereto.
- (5) Documents required to be delivered hereunder may be delivered electronically (including as set forth in Section 10.17) and if so delivered, shall be deemed to have been delivered on the date (a) 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 10.01 or (b) 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 (i) the Borrower shall notify the Administrative Agent (by facsimile or e-mail) of the posting of any such documents and, upon the Administrative Agent's written request, provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents and (ii) upon reasonable written request by the Administrative Agent, the Borrower shall also provide a hard copy to the Administrative Agent of any such document; *provided, further*, that any documents posted for which a link is provided after normal business hours for the recipient shall be deemed to have been given at the opening of business on the next Business Day. 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 Loan Parties 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 10.02. 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 will be considered to have been relied upon by the Lenders and shall survive the making by the Lenders of the Term 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 principal of or any accrued interest on any Term Loan or any Fee or any other amount payable under this Agreement or any other Loan Document is Paid in Full and the Commitments have been terminated. Without prejudice to the survival of any other agreements contained herein, indemnification and reimbursement obligations contained herein (including pursuant to Sections 2.12, 2.14 and 10.05) shall survive the payment in full of the principal and interest hereunder and the termination of the Commitments or this Agreement.

SECTION 10.03. Binding Effect. This Agreement shall become effective when it has been executed by the Borrower and the Administrative Agent and when the Administrative Agent has received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the Borrower, the other Loan Parties, each Agent, each Lender and their respective permitted successors and assigns.

SECTION 10.04. Successors and Assigns.

- (1) 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 (a) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void), except to any Successor Borrower pursuant to Section 6.05, and (b) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 10.04. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto and their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (3) of this Section 10.04) and, to the extent expressly contemplated hereby, the Related Parties of each of the Agents and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement or the other Loan Documents.
- (2) (a) Subject to the conditions set forth in paragraph (2)(b) of this Section 10.04 (and, with respect to an assignment to the Borrower, any Subsidiary or any of their respective Affiliates, subject to the limitations set forth in Section 10.04(10) or 10.04(14), as applicable), any Lender may assign to one or more assignees (other than a natural person, a Disqualified Institution or a Defaulting Lender) (each, an “*Assignee*”) all or a portion of its rights and obligations under this Agreement (including all or a portion of the Term Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld, delayed or conditioned) of:
 - (i) the Borrower; *provided* that no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if a Specified Event of Default with respect to the Borrower has occurred and is continuing; *provided, further*, that such consent shall be deemed to have been given if the Borrower has not responded within ten (10) Business Days after delivery of a written request therefor by the Administrative Agent; and
 - (ii) the Administrative Agent; *provided* that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a Term Loan to a Lender, an Affiliate of a Lender or an Approved Fund;
- (b) Assignments shall be subject to the following additional conditions:
 - (i) 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 Term Loans, the amount of the Term 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 \$500,000, unless each of the Borrower and the Administrative Agent otherwise consent; *provided* that (1) no such consent of the Borrower shall be

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- required if a Specified Event of Default with respect to the Borrower has occurred and is continuing and (2) 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 Approved Funds being treated as one assignment for purposes of meeting the minimum assignment amount requirement), if any;
- (ii) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance (or Non-Debt Fund Affiliate Assignment and Acceptance, as applicable) via an electronic settlement system acceptable to the Administrative Agent (or, if previously agreed with the Administrative Agent, manually), and shall pay to the Administrative Agent a processing and recordation fee of \$3,500 (which fee may be waived or reduced in the sole discretion of the Administrative Agent);
 - (iii) the Assignee, if it shall not already be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and any tax forms required to be delivered pursuant to Section 2.14; and
 - (iv) the Assignor shall deliver to the Administrative Agent any Note issued to it with respect to the assigned Term Loan.
- (c) Subject to acceptance and recording thereof pursuant to paragraph (2)(e) of this Section 10.04, from and after the effective date specified in each Assignment and Acceptance (or Non-Debt Fund Affiliate Assignment and Acceptance, as applicable), 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 2.12, 2.13, 2.14 and 10.05 with respect to facts and circumstances occurring prior to the effective date of such Assignment and Acceptance). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 10.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (4) of this Section 10.04 to the extent such participation would be permitted by such Section 10.04(4).
- (d) The Administrative Agent, acting for this purpose as the Administrative 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 principal amount (and stated interest with respect thereto) of the Term Loans owing to, each Lender pursuant to the terms

hereof from time to time (the “*Register*”). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender (but solely, in the case of a Lender, entries with respect to such Lender’s Term Loans) at any reasonable time and from time to time upon reasonable prior notice. This clause (d) and Section 2.05 shall be construed so that all Term Loans are at all times maintained in “registered form” within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code and any related Treasury regulations (or any other relevant or successor provisions of the Code or of such Treasury regulations).

- (e) Upon its receipt of a duly completed Assignment and Acceptance (or Non-Debt Fund Affiliate Assignment and Acceptance, as applicable) executed by an assigning Lender and an Assignee, the Assignee’s completed Administrative Questionnaire (unless the Assignee shall already be a Lender hereunder), all applicable tax forms, any Note outstanding with respect to the assigned Term Loan (or other documentation (including an affidavit of loss and indemnitee agreement) reasonably acceptable to the Borrower in lieu thereof), the processing and recordation fee referred to in paragraph (2)(b)(ii) of this Section 10.04 and any written consent to such assignment required by paragraph (2) of this Section 10.04, the Administrative Agent promptly shall accept such Assignment and Acceptance (or Non-Debt Fund Affiliate Assignment and Acceptance, as applicable) and record the information contained therein in the Register. 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 paragraph (2)(e).
- (3) By executing and delivering an Assignment and Acceptance, the assigning Lender thereunder and the Assignee thereunder shall be deemed to confirm to and agree with each other and the other parties hereto as follows:
- (a) such assigning Lender warrants that it is the legal and beneficial owner of the interest being assigned thereby free and clear of any adverse claim;
 - (b) except as set forth in clause (a) above, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto, or the financial condition of the Borrower or any Restricted Subsidiary or the performance or observance by the Borrower or any Restricted Subsidiary of any of its obligations under this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto;

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- (c) the Assignee represents and warrants that it is legally authorized to enter into such Assignment and Acceptance;
 - (d) the Assignee confirms that it has received a copy of this Agreement, together with copies of the most recent Required Financial Statements delivered pursuant to Section 5.04, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance;
 - (e) the Assignee will independently and without reliance upon the Administrative Agent or the Collateral Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement;
 - (f) the Assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to the Administrative Agent by the terms of this Agreement, together with such powers as are reasonably incidental thereto; and
 - (g) the Assignee agrees that it will perform in accordance with their terms all the obligations which by the terms of this Agreement are required to be performed by it as a Lender.
- (4) (a) Any Lender may, without the consent of the Administrative Agent or, subject to Section 10.04(8), the Borrower, sell participations to one or more banks or other entities (other than any Disqualified Institution) (a “*Participant*”) in all or a portion of such Lender’s rights and obligations under this Agreement (including all or a portion of the Term Loans owing to it); *provided that*
- (i) such Lender’s obligations under this Agreement shall remain unchanged;
 - (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations; and
 - (iii) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement.

Any agreement 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 that* (A) such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) requires the consent of each Lender directly affected thereby pursuant to Section 10.04(1)(a) or clauses (i), (ii), (iii), (iv), (v) or (vi) of the first proviso to Section 10.08(2) and (2) directly affects such Participant and (B) no other agreement with

respect to amendment, modification or waiver may exist between such Lender and such Participant. Subject to clause (4)(b) of this Section 10.04, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.12, 2.13 and 2.14 (in each case subject to the requirements thereof and the delivery of any documentation required thereunder) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (2) of this Section 10.04. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.06 as though it were a Lender; *provided* that such Participant shall be subject to Section 2.15(3) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Term Loans or other obligations under the Loan Documents (the "**Participant Register**"); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register. Each Lender shall indemnify the Loan Parties for any Taxes (including any additions to Tax) attributable to or resulting from such Lender's failure to comply with the provisions of this Section 10.04(4)(a) relating to the maintenance of a Participant Register.

- (b) A Participant shall not be entitled to receive any greater payment under Section 2.12, 2.13 or 2.14 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. A Participant shall not be entitled to the benefits of Section 2.14 to the extent such Participant fails to comply with Section 2.14(5) as though it were a Lender.
- (5) 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 or other central bank; *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.

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- (6) 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 paragraph (5) of this Section 10.04; *provided* that such Lender will have delivered for exchange any Notes previously issued with respect to the applicable Term Loans (or other documentation (including an affidavit of loss and indemnitee agreement) reasonably acceptable to the Borrower in lieu thereof).
- (7) If the Borrower wishes to replace the Term Loans with ones having different terms, it shall have the option, with the consent of the Administrative Agent and subject to at least three Business Days' advance notice to the Lenders, instead of prepaying the Term Loans to be replaced, to (a) require the Lenders to assign such Term Loans to the Administrative Agent or its designee(s) and (b) amend the terms thereof in accordance with Section 10.08 (with such replacement, if applicable, being deemed to have been made pursuant to Section 10.08(5)). Pursuant to any such assignment, all Term Loans to be replaced shall be purchased at par (allocated among the Lenders in the same manner as would be required if such Term Loans were being optionally prepaid), accompanied by payment of any accrued interest and fees thereon and any amounts owing pursuant to Section 10.05(2). By receiving such purchase price, the Lenders shall automatically be deemed to have assigned the Term Loans pursuant to the terms of the form of Assignment and Acceptance attached hereto as Exhibit A (or Non-Debt Fund Affiliate Assignment and Acceptance, as applicable), and accordingly no other action by such Lenders shall be required in connection therewith. The provisions of this paragraph (7) are intended to facilitate the maintenance of the perfection and priority of existing security interests in the Collateral during any such replacement.
- (8) Notwithstanding the foregoing, no assignment may be made or participation sold to a Disqualified Institution without the prior written consent of the Borrower; *provided* that, in connection with a participation, the Lenders shall have received a list of the Disqualified Institutions prior to the execution of such participation right. To the extent that any assignment is purported to be made or participation is purported to be sold to a Disqualified Institution (notwithstanding this clause (8) or otherwise), such Disqualified Institution shall be required immediately (and in any event within five (5) Business Days) to assign all Loans and Commitments then owned by such Disqualified Institution to another Lender (other than a Defaulting Lender) or another Assignee in accordance with this Section 10.04 or unwind such participation, as applicable (and the Borrower shall be entitled to seek specific performance in any applicable court of law or equity to enforce this sentence).
- (9) Notwithstanding anything to the contrary contained herein, no Non-Debt Fund Affiliate shall have any right to:
- (a) attend (including by telephone) any meeting or discussions (or portion thereof) among the Administrative Agent or any Lender to which representatives of the Borrower are not then present;
 - (b) receive the advice of counsel to the Administrative Agent or the Lenders, nor may any Non-Debt Fund Affiliate challenge the attorney-client privilege between the Administrative Agent and counsel to the Administrative Agent or between the Lenders and counsel to the Lenders; or

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- (c) receive any information or material prepared by the Administrative Agent or any Lender or any other Person or any communication by or among Administrative Agent and one or more Lenders, except (i) to the extent such information or materials have been made available to the Borrower or its representatives or (ii) notices of prepayments and other administrative notices in respect of its Term Loans required to be delivered to Lenders pursuant to this Agreement.
- (10) Notwithstanding anything to the contrary contained herein, any Lender may assign all or any portion of its Term Loans hereunder to any Person who is or, after giving effect to such assignment, would be an Affiliated Lender (including, for the avoidance of doubt, any Debt Fund Affiliate); *provided that*:
- (a) such assignment shall be made pursuant to (i) an open market purchase (including, for the avoidance of doubt, any purchase made during the initial syndication of the Term Loans) on a non- *pro rata* basis or (ii) a Dutch auction open to all Lenders of the applicable Class in accordance with the Dutch Auction Procedures;
- (b) in the case of an assignment to a Non-Debt Fund Affiliate, the assigning Lender and such Non-Debt Fund Affiliate purchasing such Lender's Term Loans shall execute and deliver to the Administrative Agent an assignment agreement substantially in the form of Exhibit E (a "***Non-Debt Fund Affiliate Assignment and Acceptance***") in lieu of an Assignment and Acceptance;
- (c) each Lender (other than any Affiliated Lender) that (i) sells any Term Loans to an Affiliated Lender (other than a Debt Fund Affiliate) or (B) buys any Term Loan from any Affiliated Lender (other than a Debt Fund Affiliate) hereunder shall deliver to the Administrative Agent and the Borrower a Big Boy Letter;
- (d) in the case of an assignment to a Non-Debt Fund Affiliate, at the time of such assignment and after giving effect to such assignment, Non-Debt Fund Affiliates shall not, in the aggregate, hold Term Loans with an aggregate principal amount in excess of 25.0% of the principal amount of all Term Loans of any Class then outstanding;
- (e) no proceeds from revolving loans under the ABL Credit Agreement shall be used to fund any such purchases; and
- (11) To the extent not previously disclosed to the Administrative Agent, the Borrower shall, upon reasonable request of the Administrative Agent (but not more frequently than once per calendar quarter), report to the Administrative Agent the amount and Class of Term Loans held by Non-Debt Fund Affiliates and the identity of such holders. Notwithstanding the foregoing, any Affiliated Lender shall be permitted to contribute any Term Loan so assigned to such Affiliated Lender pursuant to this Section 10.04(11) to the Borrower or any of the Restricted Subsidiaries for purposes of cancellation, which

contribution may be made, subject to Section 6.07, in exchange for Equity Interests (other than Disqualified Stock) of any Parent Entity or Indebtedness (including Disqualified Stock) of the Borrower on a dollar-for-dollar basis to the extent such Indebtedness is permitted to be incurred pursuant to Section 6.01 at such time; *provided* that any Term Loans so contributed shall be automatically and permanently canceled upon the effectiveness of such contribution and will thereafter no longer be outstanding for any purpose hereunder.

- (12) Notwithstanding anything in Section 10.04 or the definition of “Required Lenders” to the contrary, for purposes of determining whether the Required Lenders have:
- (a) consented (or not consented) to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Loan Party therefrom;
 - (b) otherwise acted on any matter related to any Loan Document; or
 - (c) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document
- in each case, that does not require the consent of each Lender or each affected Lender or does not adversely affect any such Non-Debt Fund Affiliate in its capacity as such in any material respect as compared to other Lenders holding similar obligations (collectively, “**Required Lender Consent Items**”):
- (i) a Non-Debt Fund Affiliate shall be deemed to have voted its interest as a Lender in the same proportion as the allocation of voting with respect to such matter by Lenders who are not Non-Debt Fund Affiliates; and
 - (ii) Term Loans held by Debt Fund Affiliates may not account for more than 49.9% of the Term Loans of consenting Lenders included in determining whether the Required Lenders have consented to any action pursuant to Section 10.04.
- (13) Additionally, the Loan Parties and each Non-Debt Fund Affiliate hereby agree that if a case under Title 11 of the United States Code is commenced against any Loan Party, such Loan Party shall seek (and each Non-Debt Fund Affiliate shall consent) to provide that the vote of any Non-Debt Fund Affiliate (in its capacity as a Lender) with respect to any plan of reorganization of such Loan Party shall not be counted except that such Non-Debt Fund Affiliate’s vote (in its capacity as a Lender) may be counted to the extent any such plan of reorganization proposes to treat the Obligations or claims held by such Non-Debt Fund Affiliate in a manner that is less favorable to such Non-Debt Fund Affiliate than the proposed treatment of the Term Loans or claims held by Lenders that are not Affiliates of the Borrower.
- (14) Notwithstanding anything to the contrary contained in this Agreement, so long as no Specified Event of Default has occurred and is continuing or would result therefrom, any Lender may assign all or a portion of its Term Loans to any Purchasing Borrower Party; *provided* that:

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- (a) such assignment shall be made pursuant to (i) an open market purchase (including, for the avoidance of doubt, any purchase made during the initial syndication of the Term Loans) on a non- *pro rata* basis or (ii) a Dutch auction open to all Lenders of the applicable Class in accordance with the Dutch Auction Procedures;
 - (b) any Term Loans assigned to any Purchasing Borrower Party shall be automatically and permanently cancelled upon the effectiveness of such assignment and will thereafter no longer be outstanding for any purpose hereunder; and
 - (c) the aggregate outstanding principal amount of the Term Loans of the applicable Class shall be deemed reduced by the full par value of the aggregate principal amount of the Term Loans purchased pursuant to this Section 10.04(14) and each principal repayment installment with respect to the Term Loans of such Class shall be reduced *pro rata* by the aggregate principal amount of Term Loans purchased.

SECTION 10.05. Expenses; Indemnity.

- (1) If the Transactions are consummated and the Closing Date occurs, the Borrower agrees to pay all reasonable, documented and invoiced out-of-pocket expenses incurred by the Administrative Agent and the Arrangers in connection with the preparation of this Agreement and the other Loan Documents, or by the Administrative Agent, the Arrangers (and, in the case of enforcement of this Agreement, each Lender) in connection with the preparation, execution and delivery, amendment, modification, waiver or enforcement of this Agreement and the other Loan Documents or in connection with the administration of this Agreement or the other Loan Documents and any amendments, modifications or waivers of the provisions hereof or thereof, including the reasonable, documented and invoiced fees and out-of-pocket charges and disbursements of a single counsel for the Administrative Agent and the Arrangers (which shall be Simpson Thacher and Bartlett LLP), one firm of local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) and, in the case of any actual or perceived conflict of interest, one additional firm of counsel for each such group of affected Persons similarly situated taken as a whole.
- (2) The Borrower agrees to indemnify the Administrative Agent, each Arranger, each Lender, each of their respective Affiliates and each of their respective directors, officers, employees, agents, advisors, controlling Persons, equityholders, partners, members and other representatives and each of their respective successors and permitted assigns (each such Person being called an “ *Indemnitee* ”) against, and to hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and reasonable, documented and invoiced out-of-pocket fees and expenses (limited to reasonable and documented legal fees of a single firm of counsel for all Indemnitees, taken as a whole, and, if necessary,

one firm of counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for all Indemnitees taken as a whole (and, in the case of an actual or perceived conflict of interest, where the applicable Indemnitees affected by such conflict informs the Borrower of such conflict, and has retained, or thereafter retains, its own counsel of an additional counsel for each group of affected Indemnitees similarly situated, taken as a whole)), incurred by or asserted against any Indemnitee arising out of, in any way connected with, or as a result of:

- (a) the execution, delivery or administration of this Agreement or any other Loan Document, the performance by the parties hereto and thereto of their respective obligations thereunder or the consummation of the Transactions and the other transactions contemplated hereby;
- (b) the use of the proceeds of the Term Loans; or
- (c) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether based in contract, tort or any other theory, whether or not any Indemnitee is a party thereto and regardless of whether such matter is initiated by a third party or by the Borrower or any of their Restricted Subsidiaries or Affiliates or creditors (and including any investigation, preparation for, or defense of any pending or threatened claim, litigation, investigation or proceeding);

provided that no Indemnitee will be indemnified for any loss, claim, damage, liability, cost or expense to the extent it: (i) has been determined by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from (A) the gross negligence, bad faith or willful misconduct of such Indemnitee or any of its Related Parties or (B) a material breach of the obligations of such Indemnitee under the Loan Documents or (ii) relates to any proceeding between or among Indemnitees other than (A) claims against Administrative Agent or Arrangers or their respective Affiliates, in each case, in their capacity or in fulfilling their role as the agent or arranger or any other similar role under a Term Facility (excluding their role as a Lender) to the extent such Persons are otherwise entitled to receive indemnification under this Section 10.05(2) or (B) claims arising out of any act or omission on the part of the Borrower or their Restricted Subsidiaries.

- (3) Subject to and without limiting the generality of the foregoing sentence, the Borrower agrees to indemnify each Indemnitee against, and hold each Indemnitee harmless from, any and all losses claims, damages, liabilities and related out-of-pocket expenses, including reasonable, documented and invoiced fees, and out-of-pocket charges and disbursements of one firm of counsel for all Indemnitees, taken as a whole, and, if necessary, one firm of counsel in each appropriate jurisdiction (which may include a single special counsel in multiple jurisdictions) for all Indemnitees taken as a whole (and, in the case of an actual or perceived conflict of interest where the applicable Indemnitees affected by such conflict informs the Borrower of such conflict, an additional counsel for each group of affected Indemnitees similarly situated, taken as a whole) and reasonable, documented and invoiced consultant fees, in each case, incurred by or asserted against any Indemnitee arising out of, in any way connected with, or as a result any claim related

in any way to Environmental Laws and the Borrower or any of the Restricted Subsidiaries, or any actual or alleged presence, Release or threatened Release of Hazardous Materials at, under, on or from any property for which the Borrower or any Restricted Subsidiaries would reasonably be expected to be held liable under Environmental Laws; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee or any of its Related Parties.

- (4) Any indemnification or payments required by the Loan Parties under this Section 10.05 shall not apply with respect to (a) Taxes other than (x) any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim and (y) expenses related to the enforcement of Section 2.14 or (b) Taxes that are duplicative of any indemnification or payments required by the Loan Parties under Sections 2.12 or 2.14.
- (5) To the fullest extent permitted by applicable law, no Indemnitee or Loan Party shall assert, and each hereby waives, any claim against any Indemnitee or Loan Party, as applicable, nor will any Indemnitee, Loan Party or any of their respective Affiliates be liable, 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 Term Loan or the use of the proceeds thereof. No Indemnitee, Loan Party or any of their respective Affiliates shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby; provided that, nothing in this clause (5) shall relieve any Loan Party of any obligation it may otherwise have hereunder to indemnify an Indemnitee against special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.
- (6) The agreements in this Section 10.05 shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all the other Obligations and the termination of this Agreement. All amounts due under this Section 10.05 shall be payable on written demand therefor accompanied by reasonable documentation with respect to any reimbursement, indemnification or other amount requested.

SECTION 10.06. Right of Set-off. If an Event of Default shall have occurred and be continuing, each Lender 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) at any time held and other Indebtedness at any time owing by such Lender to or for the credit or the account of the Borrower or any Subsidiary Loan Party against any of and all the Obligations of the Borrower or any Subsidiary Loan Party 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. The rights of each Lender under this Section 10.06 are in addition to other rights and remedies (including other rights of set-off) that such Lender may be exercised only at the direction of the Administrative Agent or the Required Lenders.

SECTION 10.07. Applicable Law. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN THE OTHER LOAN DOCUMENTS) AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

SECTION 10.08. Waivers; Amendment.

- (1) No failure or delay of the Administrative 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 each 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 the Borrower or any other Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (2) of this Section 10.08, 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 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.
- (2) Subject to Section 2.11(2), 10.08(7) and 10.08(11) below, except as otherwise set forth in this Agreement (or the applicable Loan Document), neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except
 - (a) as provided in Sections 2.18, 2.19, 2.20 and 10.20;
 - (b) in the case of this Agreement, pursuant to an agreement or agreements in writing signed by the Borrower and the Required Lenders; and
 - (c) in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by each party thereto, the Administrative Agent (with the consent of the Required Lenders) and the Borrower;

provided, that except as expressly provided in Section 2.11(2), 2.18, 2.19, 2.20 and 10.20, no such agreement shall:

- (i) decrease, forgive, waive or excuse the principal amount of, or any interest on, or extend the final maturity of, or decrease the rate of interest on, any Term Loan, without the prior written consent of each Lender directly and adversely affected thereby (it being understood that waivers or other modifications of any conditions precedent, covenants, mandatory prepayments, mandatory commitment reductions, default interest, Defaults or Events of Default shall not constitute a decrease, forgiveness, waiver or excuse of the principal amount of, or any interest on, or an extension of the final maturity of, or a decrease the rate of interest on, any Term Loan);
- (ii) increase or extend the Commitment of any Lender or decrease, forgive, waive or excuse the fees of any Agent without the prior written consent of such Lender or Agent (it being understood that waivers or other modifications of any conditions precedent, covenants, mandatory prepayments, mandatory commitment reductions, default interest, Defaults or Events of Default shall not constitute an increase or extension of the Commitments of any Lender or a decrease, forgiveness, waiver or excuse of any Agent fees);
- (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 principal or interest on any Term Loan or any Fee is due, without the prior written consent of each Lender directly and adversely affected thereby (it being understood that waivers or other modifications of any conditions precedent, covenants, mandatory prepayments, mandatory commitment reductions, default interest, Defaults or Events of Default shall not constitute an extension or waiver of any Term Loan Installment Date, a reduction of any amount due on a Term Loan Installment Date or an extension of any date on which payment of principal or interest on any Term Loan or any Fee is due);
- (iv) amend the provisions of Section 2.15(2) or (3) of this Agreement, Section 5.02 of the Collateral Agreement or any analogous provision of any other Loan Document, in a manner that would by its terms alter the *pro rata* sharing of payments required thereby, without the prior written consent of each Lender directly and adversely affected thereby;
- (v) amend or modify the provisions of this Section 10.08 or the definition of the term “Required 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 (it being understood that, with the consent of the Required Lenders, additional extensions of credit pursuant to this Agreement may be included in the determination of the Required Lenders on substantially the same basis as the Term Loans are included on the Closing Date); or

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- (vi) subordinate or release the liens on all or substantially all of the Collateral or all or substantially all of the aggregate value of the Guarantees (other than in connection with any transfer or other release of Collateral or of the relevant Guarantor permitted by the Loan Documents), without the prior written consent of each Lender;

provided, further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent hereunder without the prior written consent of the Administrative Agent acting as such at the effective date of such agreement, as applicable. Each Lender shall be bound by any waiver, amendment or modification authorized by this Section 10.08 and any consent by any Lender pursuant to this Section 10.08 shall bind any assignee of such Lender.

- (3) Without the consent of any Lender, the Loan Parties and the Administrative Agent may enter into any amendment, modification or waiver of any Loan Document, or enter into any new agreement or instrument, in each case 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, 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.
- (4) No Lender consent is required to effect any amendment or supplement to any Intercreditor Agreement that is:
 - (a) for the purpose of adding the holders of Pari Passu Lien Debt, Junior Lien Debt, Incremental Equivalent Term Debt, Permitted Pari Passu Secured Refinancing Debt or Permitted Junior Secured Refinancing Debt (or a Debt Representative with respect thereto) as parties thereto, as expressly contemplated by the terms of such Intercreditor Agreement (it being understood that any such amendment or supplement may make such other changes to the applicable Intercreditor Agreement as, in the good faith determination of the Administrative Agent, are required to effectuate the foregoing), or
 - (b) expressly contemplated by any Intercreditor Agreement.
- (5) This Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (a) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Term Loans and the accrued interest and fees in respect thereof and (b) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders.

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- (6) Notwithstanding anything in this Section 10.08 to the contrary, the Borrower may enter into Incremental Facility Amendments in accordance with Section 2.18, Refinancing Amendments in accordance with Section 2.19, and Extension Amendments in accordance with Section 2.20, and such Incremental Facility Amendments, Refinancing Amendments and Extension Amendments shall be effective to amend the terms of this Agreement and the other applicable Loan Documents, in each case, without any further action or consent of any other party to any Loan Document.
- (7) Notwithstanding anything in this Section 10.08 to the contrary, this Agreement may be amended with the written consent of the Administrative Agent, the Borrower and the lenders providing the Replacement Loans (as defined below) to permit the refinancing, replacement or exchange of all outstanding Term Loans of any Class (“**Replaced Loans**”) with replacement term loans (“**Replacement Loans**”) hereunder; *provided* that,
- (a) the aggregate principal amount of such Replacement Loans shall not exceed the aggregate principal amount of such Replaced Loans (*plus* (i) the amount of all unpaid, accrued, or capitalized interest, penalties, premiums (including tender premiums), and other amounts payable with respect to any such Replaced Loans and (ii) underwriting discounts, fees, commissions, costs, expenses and other amounts payable with respect to such Replacement Loans);
 - (b) the All-in Yield with respect to such Replacement Loans (or similar interest rate spread applicable to such Replacement Loans) should not be higher than the All-in Yield for such Replaced Loans;
 - (c) the Weighted Average Life to Maturity of such Indebtedness is equal to or longer than the remaining Weighted Average Life to Maturity of the Replaced Loans at the time of such refinancing (except by virtue of amortization or prepayment of the Replaced Loans prior to the time of such incurrence); and
 - (d) all other terms of such Replacement Loans are substantially identical to, or, taken as a whole, not materially more favorable to the lenders or holders providing such Indebtedness than, those applicable to such Replaced Loans (except for covenants applicable only to periods after the Latest Maturity Date of the Replaced Loans at the time of incurrence) as determined in good faith by a Responsible Officer of the Borrower (*provided* that a certificate of a Responsible Officer delivered to the Administrative Agent at least four (4) Business Days (or such shorter period as may be agreed by the Administrative Agent) prior to the incurrence of such Replacement Loans, together with a reasonably detailed description of the material covenants and events of default of such Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the requirement of this clause (d) shall be conclusive evidence that such terms and conditions satisfy this clause (d) unless the Administrative Agent notifies the Borrower within such four (4) Business Day (or shorter) period that it disagrees with such determination (including a description of the basis upon which it disagrees)); *provided* that this clause (d) will not apply to (x) terms addressed in the preceding clauses, (y)

redemption, prepayment or other premiums or (z) optional prepayment or redemption terms; *provided, further*, that the Borrower will promptly deliver to the Administrative Agent final copies of the definitive credit documentation relating to such Indebtedness (unless the Borrower is bound by a confidentiality obligation with respect thereto, in which case the Borrower will deliver a reasonably detailed description of the material terms and conditions of such Indebtedness in lieu thereof).

- (8) Notwithstanding anything to the contrary herein or any other Loan Document other than as set forth in the definition of “Required Lenders”, no Defaulting Lender or Disqualified Institution will have any 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, the Required Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than any Defaulting Lenders or Disqualified Institutions.
- (9) Notwithstanding anything in this Agreement or any other Loan Document to the contrary, any amendment or waiver that by its terms affects the rights or duties of Lenders holding Term Loans or Commitments of a particular Class (but not the Lenders holding Term Loans or Commitments of any other Class) will require only the requisite percentage in interest of the affected Class of Lenders that would be required to consent thereto if such Class of Lenders were the only Class of Lenders.
- (10) Notwithstanding anything in this Agreement or any other Loan Document to the contrary, technical and conforming modifications to the Loan Documents may be made with the consent of the Borrower and the Administrative Agent.
- (11) Notwithstanding anything in this Agreement or any other Loan Document to the contrary, the Administrative Agent, with the consent of the Borrower, may amend, modify or supplement any Loan Document without the consent of any Lender or the Required Lenders in order to correct, amend or cure any ambiguity, inconsistency or defect or correct any typographical error or other manifest error in any Loan Document, and such amendment, modification or supplement shall become effective without any further action or consent of any other party to any Loan Document if the same is not objected to in writing by the Required Lenders within five Business Days following receipt of notice thereof.
- (12) In addition, notwithstanding anything to the contrary herein or any other Loan Document, the Collateral Agreement, each of the other Security Documents and any related documents may be in a form reasonably determined by the Administrative Agent and the Borrower and may be, together with this Agreement, amended and waived with the consent of the Administrative Agent at the request of the Borrower without the need to obtain the consent of any other Lender if such amendment or waiver is delivered in order (a) to comply with local Law or advice of local counsel, (b) to cure ambiguities or defects (as reasonably determined by the Administrative Agent and the Borrower) or (c) to cause such Security Document or other document to be consistent with this Agreement and the other Loan Documents.

SECTION 10.09. 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 no event will the total interest received by any Lender exceed the amount which it could lawfully have received and any such excess amount received by any Lender will be applied to reduce the principal balance of the Term Loans or to other amounts (other than interest) payable hereunder to such Lender, and if no such principal or other amounts are then outstanding, such excess or part thereof remaining will be paid to the Borrower.

SECTION 10.10. 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, the Fee Letters 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 any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

SECTION 10.11. 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 RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. 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 10.11.

SECTION 10.12. Severability. In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 10.13. Counterparts. This Agreement may be executed in one 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 10.03. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission (e.g., “*PDF*” or “*TIFF*”) shall be as effective as delivery of a manually signed original.

SECTION 10.14. 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 10.15. Jurisdiction; Consent to Service of Process.

- (1) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in the Borough of Manhattan (or if such court lacks subject matter jurisdiction, the Supreme Court of the State of New York sitting in the Borough of Manhattan) and any appellate court from any thereof (collectively, “*New York Courts*”), in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents or the transactions relating hereto or thereto, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding shall be heard and determined in such Federal (to the extent permitted by law) or New York State court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Agreement or any of the other Loan Documents in the courts of any jurisdiction, except that each of the Loan Parties agrees that it will not bring any such action or proceeding in any court other than New York Courts (it being acknowledged and agreed by the parties hereto that any other forum would be inconvenient and inappropriate in view of the fact that more of the Lenders who would be affected by any such action or proceeding have contacts with the State of New York than any other jurisdiction).
- (2) 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 New York State or federal court. 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.

SECTION 10.16. Confidentiality. Each of the Lenders and each of the Agents agrees (and agrees to cause each of its Related Parties) to use all information provided to it by or on behalf of the Borrower or its Restricted Subsidiaries under the Loan Documents or otherwise in connection with the Acquisition or the Transactions solely for the purposes of the transactions contemplated by this Agreement and the other Loan Documents and shall not publish, disclose or otherwise divulge such information (other than information that

- (1) has become generally available to the public other than as a result of a disclosure by such Person or its Related Parties;
- (2) has been independently developed by such Lender or the Administrative Agent without violating this Section 10.16 or relying on such information; or
- (3) was available to such Lender or the Administrative 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 directors, trustees, officers, employees and advisors with a need to know or to any Person that approves or administers the Term Loans on behalf of such Lender or any numbering, administration or settlement service providers (so long as each such Person shall have been instructed to keep the same confidential in accordance with this Section 10.16 and, with respect to its directors, trustees, officers, employees and advisors, to the extent within its control, such Lender or Agent, as applicable, will be responsible for any such Person's non-compliance with this Section 10.16), except:

- (a) to the extent necessary to comply with law or any legal process or the requirements of any Governmental Authority, 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, in which case such Person agrees, to the extent practicable and not prohibited by applicable law, to inform you promptly thereof prior to disclosure or, if not practicable prior to disclosure and not prohibited by law, promptly after disclosure;
- (b) as part of normal reporting or review procedures to, or examinations by, Governmental Authorities or any bank accountants or bank regulatory authority exercising examination or regulatory authority, in which case (except with respect to any audit or examination conducted by any such bank accountant or bank regulatory authority) such Person agrees, to the extent practicable and not prohibited by applicable law, to inform you promptly thereof prior to disclosure or, if not practicable prior to disclosure and not prohibited by law, promptly after disclosure;
- (c) to its parent companies, Affiliates or auditors (so long as each such Person shall have been instructed to keep the same confidential in accordance with this Section 10.16 and, to the extent within its control, such Lender or Agent will be responsible for any such Person's non-compliance with this Section 10.16);
- (d) in order to enforce its rights under any Loan Document in a legal proceeding;

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- (e) to any pledgee or assignee under Section 10.04(5) 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 10.16);
 - (f) to any direct or indirect contractual counterparty in Hedge 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 10.16);
 - (g) with the prior written consent of the Borrower; and
 - (h) to any rating agency when required by it, provided that, prior to any disclosure, such rating agency shall undertake to preserve the confidentiality of any confidential information relating to the Loan Parties received by it from such Person.

Notwithstanding the foregoing, no such information shall be disclosed to a Disqualified Institution that constitutes a Disqualified Institution at the time of such disclosure without the Borrower's prior written consent.

SECTION 10.17. Platform; Borrower Materials. The Borrower hereby acknowledges that (1) the Administrative Agent or the Arrangers will make available to the Lenders materials or information provided by or on behalf of the Borrower hereunder (collectively, "**Borrower Materials**") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "**Platform**"), and (2) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Borrower or its securities) (each, a "**Public Lender**"). The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that

- (a) all the Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, means that the word "**PUBLIC**" shall appear prominently on the first page thereof;
- (b) by marking Borrower Materials "**PUBLIC**," the Borrower shall be deemed to have authorized the Administrative Agent, the Arrangers and the Lenders to treat the Borrower Materials as either publicly available information or not material information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws;
- (c) all Borrower Materials marked "**PUBLIC**" are permitted to be made available through a portion of the Platform designated "**Public Investor**;" and
- (d) the Administrative Agent and the Arrangers shall be entitled to treat the Borrower Materials that are not marked "**PUBLIC**" as being suitable only for posting on a portion of the Platform not designated "Public Investor."

Notwithstanding the foregoing, the following Borrower Materials shall be deemed to be marked "PUBLIC" unless the Borrower notifies the Administrative Agent that any such document contains MNPI: (1) the Loan Documents, (2) any notification of changes in the terms of the Term Loans, (3) any notification of the identity of Disqualified Institutions and (4) all information delivered pursuant to clauses (1), (2) and (3) of Section 5.04.

SECTION 10.18. [Reserved].

SECTION 10.19. USA PATRIOT Act 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 the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each 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.

SECTION 10.20. Intercreditor Agreements.

- (1) The parties hereto acknowledge and agree that any provision of any Loan Document to the contrary notwithstanding, prior to the discharge in full of all ABL Claims, the Loan Parties shall not be required to act or refrain from acting under any Loan Document with respect to the ABL Priority Collateral in any manner that would result in a "Default" or "Event of Default" (as defined in any ABL Loan Document) under the terms and provisions of the ABL Loan Documents.
- (2) Each Secured Party:
 - (a) consents to the subordination of Liens provided for in the Closing Date Intercreditor Agreement;
 - (b) agrees that it will be bound by and will take no actions contrary to the provisions of the Closing Date Intercreditor Agreement; and
 - (c) authorizes and instructs the Administrative Agent to enter into the Closing Date Intercreditor Agreement as Term Loan Agent and on behalf of such Lender.

The foregoing provisions are intended as an inducement to the lenders under the ABL Credit Agreement to extend credit and such lenders are intended third party beneficiaries of such provisions and the provisions of the Closing Date Intercreditor Agreement.

- (3) Further, each Secured Party:
 - (a) authorizes and instructs the Administrative Agent to enter into any Pari Passu Lien Intercreditor Agreement or Junior Lien Intercreditor Agreement each in the form attached hereto or in such other form as may be satisfactory to the Administrative Agent and agrees that it will be bound by and will take no actions contrary to the provisions of any such Pari Passu Lien Intercreditor Agreement or Junior Lien Intercreditor Agreement;

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- (b) agrees that the Administrative Agent may from time to time enter into a modification of the Closing Date Intercreditor Agreement, any Pari Passu Intercreditor Agreement or any Junior Lien Intercreditor Agreement, as the case may be, so long as the Administrative Agent reasonably determines that such modification is consistent with the terms of this Agreement and agrees that it will be bound by and will take no actions contrary to any such Intercreditor Agreement (as so modified); and
 - (c) pursuant to the express terms of the Intercreditor Agreements, in the event of any conflict or inconsistency between the provisions of the Intercreditor Agreements and this Agreement, the provisions of the Intercreditor Agreements shall govern and control.

SECTION 10.21. 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: (1) (a) the arranging and other services regarding this Agreement provided by the Agents, the Lenders and the Arrangers are arm's-length commercial transactions between the Borrower, on the one hand, and the Agents and the Arrangers, on the other hand; (b) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent they deemed appropriate; and (c) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (2) (a) each Agent, each Lender and each Arranger each 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 a financial advisor, agent or fiduciary for the Borrower or any other Person and (b) none of the Agents or Arrangers 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 (3) the Agents, the Arrangers 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 none of the Agents or any Arranger has any obligation to disclose any of such interests to the Borrower or any of its Affiliates. The Borrower agrees that it will not assert any claim against any Agent, Arranger or their respective Affiliates based on an alleged breach of fiduciary duty by such party in connection with this Agreement and the transactions contemplated hereby.

SECTION 10.22. Private-Side Information Contacts. Each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "**Private Investor**" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States federal and state securities Laws, to make reference to information that is not made available through the "**Public Investor**" portion of the Platform and that may contain MNPI with respect to the Borrower, any of its Affiliates, their respective Subsidiaries or their respective securities for purposes of United States federal or state securities laws. In the event that any Public Lender has determined for itself to not access any information disclosed through the Platform or otherwise, such Public Lender acknowledges that (1) other Lenders may have availed themselves of such information and (2) neither the Borrower nor the Administrative Agent has (a) any responsibility for such

Public Lender's decision to limit the scope of the information it has obtained in connection with this Agreement and the other Loan Documents and (b) any duty to disclose such information to such Public Lender or to use such information on behalf of such Public Lender, and shall not be liable for the failure to so disclose or use, such information.

SECTION 10.23. Acknowledgement and Consent to Bail-In of EEA 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 EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (1) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and
- (2) the effects of any Bail-In Action on any such liability, including, if applicable:
 - (a) a reduction in full or in part or cancellation of any such liability;
 - (b) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or
 - (c) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

AMNEAL PHARMACEUTICALS LLC , as the Borrower

By: /s/ Chintu Patel

Name: Chintu Patel

Title: President

[Signature Page to Term Loan Credit Agreement]

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

By: /s/ James A. Knight
Name: James A. Knight
Title: Executive Director

[Signature Page to Term Loan Credit Agreement]

\$500,000,000

REVOLVING CREDIT AGREEMENT,

dated as of May 4, 2018,

among

AMNEAL PHARMACEUTICALS LLC,
as the Borrower,

THE LENDERS PARTY HERETO,

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and Collateral Agent,

JPMORGAN CHASE BANK, N.A.,
BANK OF AMERICA, N.A. and
RBC CAPITAL MARKETS,
as Bookrunners and Arrangers,

BANK OF AMERICA, N.A. and
ROYAL BANK OF CANADA,
as Co-Syndication Agents

and

BANK OF THE WEST, CAPITAL ONE, N.A., GOLDMAN SACHS BANK USA,
SUNTRUST BANK AND WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Co-Documentation Agents

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I Definitions	1
SECTION 1.01 Defined Terms	1
SECTION 1.02 Terms Generally	80
SECTION 1.03 Accounting Terms; GAAP; Fair Market Value	80
SECTION 1.04 Effectuation of Transfers	81
SECTION 1.05 Currencies	81
SECTION 1.06 Required Financial Statements	81
SECTION 1.07 Certifications	81
SECTION 1.08 Pro Forma Calculations	82
SECTION 1.09 LCA Election	83
ARTICLE II The Credits	84
SECTION 2.01 Commitments	84
SECTION 2.02 Loans and Borrowings	86
SECTION 2.03 Requests for Borrowings	87
SECTION 2.04 [Reserved]	88
SECTION 2.05 Letters of Credit	88
SECTION 2.06 Funding of Borrowings	97
SECTION 2.07 Interest Elections	98
SECTION 2.08 Termination and Reduction of Commitments	99
SECTION 2.09 Promise to Pay; Evidence of Debt	100
SECTION 2.10 Optional Repayment of Loans	100
SECTION 2.11 Mandatory Repayment of Loans	101
SECTION 2.12 Fees	101
SECTION 2.13 Interest	102
SECTION 2.14 Alternate Rate of Interest	103
SECTION 2.15 Increased Costs	105
SECTION 2.16 Break Funding Payments	106
SECTION 2.17 Taxes	106
SECTION 2.18 Payments Generally; <i>Pro Rata</i> Treatment; Sharing of Set-offs	110
SECTION 2.19 Mitigation Obligations; Replacement of Lenders	114
SECTION 2.20 Illegality	115
SECTION 2.21 Incremental Facilities	116
SECTION 2.22 Refinancing Amendments	118
SECTION 2.23 Extensions of Loans and Revolving Commitments	119
SECTION 2.24 Defaulting Lenders	122
ARTICLE III Representations and Warranties	124
SECTION 3.01 Organization; Powers	125

SECTION 3.02	Authorization; No Contravention	125
SECTION 3.03	Enforceability	125
SECTION 3.04	Governmental Approvals	126
SECTION 3.05	Title to Properties; Liens	126
SECTION 3.06	Subsidiaries	126
SECTION 3.07	Litigation; Compliance with Laws	127
SECTION 3.08	Federal Reserve Regulations	128
SECTION 3.09	Investment Company Act	128
SECTION 3.10	Use of Proceeds	128
SECTION 3.11	Tax Returns	128
SECTION 3.12	No Material Misstatements	129
SECTION 3.13	Environmental Matters	129
SECTION 3.14	Security Documents	130
SECTION 3.15	Location of Real Property and Leased Premises	130
SECTION 3.16	Solvency	131
SECTION 3.17	Financial Statements; No Material Adverse Effect	131
SECTION 3.18	Insurance	132
SECTION 3.19	USA PATRIOT Act; Anti-Corruption; Sanctions	132
SECTION 3.20	Intellectual Property Rights; Licenses, Etc.	133
SECTION 3.21	Employee Benefit Plans	134
SECTION 3.22	Labor Matters	134
SECTION 3.23	Borrowing Base Certificate	134
ARTICLE IV Conditions of Lending		134
SECTION 4.01	Closing Date Conditions Precedent	134
SECTION 4.02	All Credit Events After the Closing Date	137
ARTICLE V Affirmative Covenants		137
SECTION 5.01	Existence; Businesses and Properties	138
SECTION 5.02	Insurance	138
SECTION 5.03	Taxes	139
SECTION 5.04	Financial Statements, Reports, etc.	139
SECTION 5.05	Litigation and Other Notices	143
SECTION 5.06	Compliance with Laws	144
SECTION 5.07	Maintaining Records; Access to Properties and Inspections	144
SECTION 5.08	Use of Proceeds	146
SECTION 5.09	Compliance with Environmental Laws	146
SECTION 5.10	Further Assurances; Additional Security	146
SECTION 5.11	Cash Management Systems; Application of Proceeds of Accounts	148
SECTION 5.12	Post-Closing Matters	150
ARTICLE VI Negative Covenants		150

SECTION 6.01	Indebtedness	151
SECTION 6.02	Liens	157
SECTION 6.03	[Reserved]	162
SECTION 6.04	Investments, Loans and Advances	162
SECTION 6.05	Fundamental Changes	168
SECTION 6.06	Dispositions	169
SECTION 6.07	Restricted Payments	173
SECTION 6.08	Transactions with Affiliates	177
SECTION 6.09	Business of the Borrower and its Subsidiaries	179
SECTION 6.10	Burdensome Agreements	180
SECTION 6.11	Limitation on Payments and Modifications of Certain Indebtedness; Amendments of Certain Documents	182
SECTION 6.12	Use of Proceeds	184
SECTION 6.13	Financial Performance Covenant	184
ARTICLE VII [Reserved]		184
ARTICLE VIII Events of Default		184
SECTION 8.01	Events of Default	184
SECTION 8.02	Right to Cure	188
ARTICLE IX The Agents		189
SECTION 9.01	Appointment	189
SECTION 9.02	Delegation of Duties	190
SECTION 9.03	Exculpatory Provisions	191
SECTION 9.04	Reliance by Administrative Agent	192
SECTION 9.05	Notice of Default	193
SECTION 9.06	Non-Reliance on Agents and Other Lenders	193
SECTION 9.07	Indemnification	193
SECTION 9.08	Agent in Its Individual Capacity	194
SECTION 9.09	Successor Agent	194
SECTION 9.10	Arrangers; Co-Syndication Agents; Co-Documentation Agents	195
SECTION 9.11	Collateral and Guaranty Matters	195
SECTION 9.12	Certain ERISA Matters	198
ARTICLE X Miscellaneous		200
SECTION 10.01	Notices; Communications	200
SECTION 10.02	Survival of Agreement	202
SECTION 10.03	Binding Effect	202
SECTION 10.04	Successors and Assigns	202
SECTION 10.05	Expenses; Indemnity	208
SECTION 10.06	Right of Set-off	211
SECTION 10.07	Applicable Law	212

SECTION 10.08	Waivers; Amendment	212
SECTION 10.09	Interest Rate Limitation	216
SECTION 10.10	Entire Agreement	217
SECTION 10.11	WAIVER OF JURY TRIAL	217
SECTION 10.12	Severability	217
SECTION 10.13	Counterparts	217
SECTION 10.14	Headings	217
SECTION 10.15	Jurisdiction; Consent to Service of Process	217
SECTION 10.16	Confidentiality	218
SECTION 10.17	Platform; Borrower Materials	220
SECTION 10.18	[Reserved]	220
SECTION 10.19	USA PATRIOT Act Notice	220
SECTION 10.20	Intercreditor Agreements	221
SECTION 10.21	No Advisory or Fiduciary Responsibility	221
SECTION 10.22	Private-Side Information Contacts	222
SECTION 10.23	Acknowledgement and Consent to Bail-In of EEA Financial Institutions	222
SECTION 10.24	Incorporation by Reference	223

Exhibits and Schedules

Exhibit A	Form of Assignment and Acceptance
Exhibit B	Form of Borrowing Base Certificate
Exhibit C	Form of Solvency Certificate
Exhibit D-1	Form of Borrowing Request
Exhibit D-2	Form of Letter of Credit Request
Exhibit E	Form of Interest Election Request
Exhibit F	[Reserved]
Exhibit G	U.S. Tax Compliance Certificate
Exhibit H	Form of Junior Lien Intercreditor Agreement
Exhibit I	Form of Note
Exhibit J	FILO Intercreditor Provisions
Schedule 1.01(1)	Existing Letters of Credit
Schedule 1.01(2)	Collateral Locations
Schedule 2.01	Commitments
Schedule 3.06	Subsidiaries
Schedule 3.11	Taxes
Schedule 3.13	Environmental Matters
Schedule 3.15(1)	Owned Material Real Property
Schedule 3.15(2)	Leased Material Real Property
Schedule 3.18	Insurance
Schedule 5.12	Post-Closing Matters
Schedule 6.04	Investments
Schedule 6.08	Transactions with Affiliates
Schedule 6.10	Burdensome Agreements
Schedule 10.01	Notice Information

REVOLVING CREDIT AGREEMENT, dated as of May 4, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*Agreement*”), by and among AMNEAL PHARMACEUTICALS LLC, a Delaware limited liability company (the “*Borrower*”), the Lenders party hereto from time to time and JPMORGAN CHASE BANK, N.A. (“*JPM*”), as administrative agent (in such capacity, and as further defined in Section 1.01, the “*Administrative Agent*”), and as collateral agent (in such capacity, and as further defined in Section 1.01, the “*Collateral Agent*”).

RECITALS

- (1) Pursuant to the Business Combination Agreement, dated as of October 17, 2017 (such agreement, including all exhibits and schedules thereto, each as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Acquisition Agreement*”), by and among Impax (as defined herein), Atlas Holdings, Inc., a Delaware corporation which on the Closing Date will change its name to Amneal Pharmaceuticals, Inc. (“*Amneal Inc.*”), and the Borrower, Amneal Inc. will directly or indirectly (a) acquire (the “*Acquisition*”) all of the Capital Stock of Impax and (b) contribute (the “*Contribution*”) all of the Capital Stock of Impax to the Borrower.
- (2) In connection with the consummation of the Acquisition, (a) the Lenders have agreed to extend credit to the Borrower in the form of Revolving Loans and Letters of Credit in an aggregate principal amount not to exceed \$500.0 million, (b) certain financial institutions have agreed to extend credit to the Borrower in the form of term loans under the Term Loan Credit Agreement (as defined herein) in an aggregate principal amount of \$2,700.0 million and (c) the proceeds of the Loans borrowed on the Closing Date under this Agreement and the Initial Term Loans (as defined in the Term Loan Credit Agreement, the “*Initial Term Loans*”) will be applied on the Closing Date to (i) consummate the Acquisition, the Closing Date Refinancing and the other Transactions (including the Specified Tender Offer, which shall be consummated with the portion of the Initial Term Loans deposited into the Escrow Account (as defined in the Term Loan Credit Agreement)) and (ii) pay the Transaction Costs (as defined herein).

AGREEMENT

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I

Definitions

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

“*ABL Priority Collateral*” means “*ABL Priority Collateral*” as defined in the Closing Date Intercreditor Agreement.

“*ABR*” means, for any day, a fluctuating rate *per annum* equal to the highest of:

-
- (1) the NYFRB Rate in effect on such day plus $\frac{1}{2}$ of 1%;
 - (2) the Prime Rate in effect on such day;
 - (3) the Adjusted LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%; *provided* that for the purpose of this definition, the Adjusted LIBO Rate for any day shall be based on the LIBO Screen Rate (or if the LIBO Screen Rate is not available for such one month Interest Period, the Interpolated Rate) at approximately 11:00 a.m. London time on such day; and
 - (4) 1.00% per annum.

Any change in the ABR due to a change in the NYFRB Rate, the Prime Rate or the Adjusted LIBO Rate will be effective from and including the effective date of such change in the NYFRB Rate, the Prime Rate or the Adjusted LIBO Rate, as the case may be. If the ABR is being used as an alternate rate of interest pursuant to Section 2.11 hereof, then the ABR shall be the greater of clauses (1), (2) and (4) above and shall be determined without reference to clause (3) above. For the avoidance of doubt, if the ABR as so determined would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“**ABR Borrowing**” means a Borrowing comprised of ABR Loans.

“**ABR Loan**” means any Loan bearing interest at a rate determined by reference to the ABR.

“**ABR Revolving Facility Borrowing**” means a Borrowing comprised of ABR Revolving Loans.

“**ABR Revolving Loan**” means any Revolving Loan bearing interest at a rate determined by reference to the ABR.

“**Acceptable Appraiser**” means (a) Hilco Valuation Services, LLC or (b) any other experienced and reputable appraiser reasonably acceptable to the Borrower and the Administrative Agent.

“**Account**” means, with respect to a Person, any of such Person’s now owned and hereafter acquired or arising accounts (as defined in the UCC), including, whether or not constituting “accounts” (as defined in the UCC), any rights to payment for the sale or lease of goods or Inventory or rendition of services, whether or not they have been earned by performance or arising out of the use of a credit or charge card or information contained on or used with such card (and whether same is an “Account” or “General Intangible” as defined in the UCC).

“**Acquisition**” has the meaning assigned to such term in the recitals hereto.

“**Acquisition Agreement**” has the meaning assigned to such term in the recitals hereto.

“**Acquisition Documents**” means the collective reference to the Acquisition Agreement, all exhibits and schedules thereto and all agreements expressly contemplated thereby, each as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“**Additional Lender**” means the banks, financial institutions and other institutional lenders and investors (other than natural persons and any Disqualified Institution) that become Lenders in connection with Incremental Commitments or Refinancing Term Loans; *provided* that the Administrative Agent shall have consented (such consent not to be unreasonably withheld, conditioned or delayed) to any Additional Lender to the extent its consent would be required under Section 10.04 for an assignment of Term Loans to such Additional Lender.

“**Adjusted LIBO Rate**” means, with respect to any Eurocurrency Revolving Facility Borrowing for any Interest Period, an interest rate *per annum* (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

“**Administrative Agent**” means JPM, in its capacity as administrative agent for itself and the Lenders hereunder, and any duly appointed successor in such capacity.

“**Administrative Agent Fees**” has the meaning assigned to such term in Section 2.12(3).

“**Administrative Questionnaire**” means a customary Administrative Questionnaire in a form supplied by the Administrative Agent.

“**Affiliate**” means, 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. No Person (other than the Borrower or any Subsidiary of the Borrower) in whom a Receivables Subsidiary makes an Investment in connection with a Qualified Receivables Financing will be deemed to be an Affiliate of the Borrower or any of its Subsidiaries solely by reason of such Investment.

“**Agency Fee Letter**” means the Agency Fee Letter, dated November 6, 2017, by and among the Borrower, JPM, BANA and MLPFSI, as amended and in effect from time to time and including any joinders thereto.

“**Agents**” means the Administrative Agent and the Collateral Agent, in their respective capacities as such.

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

“**Amneal Holdings**” means Amneal Holdings, LLC, a Delaware limited liability company.

“**Amneal Inc.**” has the meaning assigned to such term in the recitals hereto.

“ **Annual Financial Statements** ” has the meaning assigned to such term in Section 5.04(1).

“ **Anti-Corruption Laws** ” shall mean all laws, rules, and regulations of any jurisdiction applicable to the Borrower or the Restricted Subsidiaries from time to time concerning or relating to bribery or corruption, including the United States Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010, and other similar legislation in any other jurisdictions (as any of the foregoing laws may from time to time be amended, renewed, extended, or replaced).

“ **Applicable Commitment Fee Percentage** ” means a percentage per annum equal to (1) initially, 0.375% and (2) after September 30, 2018, the percentages per annum determined in accordance with the grid set forth below, based on Average Historical Excess Availability for the most recent fiscal quarter ending on the date prior to the first day of each fiscal quarter of the Borrower:

<u>Level</u>	<u>Average Historical Excess Availability</u>	<u>Commitment Fee Percentage</u>
I	Greater than 50% of the Line Cap	0.375%
II	Less than or equal to 50% of the Line Cap	0.25%

For purposes of the foregoing, each change in the Applicable Commitment Fee Percentage resulting from a change in Average Historical Excess Availability shall be effective during the period commencing on and including the first day of each fiscal quarter of the Borrower and ending on the last day of such fiscal quarter, it being understood and agreed that, for purposes of determining the Applicable Commitment Fee Percentage on the first day of any fiscal quarter of the Borrower, the Average Historical Excess Availability during the most recently ended fiscal quarter of the Borrower shall be used.

“ **Applicable Margin** ” means, as of the Closing Date, (1) for ABR Loans, 0.50%, and (2) for Eurocurrency Revolving Loans, 1.50 % and, after September 30, 2018, the percentages per annum determined in accordance with the pricing grid set forth below, based on Average Historical Excess Availability for the most recent fiscal quarter ending on the date prior to the first day of each fiscal quarter of the Borrower:

<u>Pricing Level</u>	<u>Average Historical Excess Availability</u>	<u>Applicable Margin for Eurocurrency Revolving Loans</u>	<u>Applicable Margin for ABR Loans</u>
I	Greater than or equal to 66.7% of the Line Cap	1.25%	0.25%
II	Less than 66.7% of the Line Cap but greater than or equal to 33.3% of the Line Cap	1.50%	0.50%
III	Less than 33.3% of the Line Cap	1.75%	0.75%

For purposes of the foregoing, each change in the Applicable Margin resulting from a change in Average Historical Excess Availability shall be effective during the period commencing on and including the first day of each fiscal quarter of the Borrower and ending on the last day of such fiscal quarter, it being understood and agreed that, for purposes of determining the Applicable Margin on the first day of any fiscal quarter of the Borrower, the Average Historical Excess Availability during the most recently ended fiscal quarter of the Borrower shall be used.

“**Approved Fund**” means, with respect to any Lender, any fund that is administered, advised or managed by:

- (a) such Lender;
- (b) any Affiliate of such Lender; or
- (c) any entity or an Affiliate of an entity that administers, advises or manages such Lender.

“**Arranger**” means each of JPM, BANA and RBC.

“**Arranger Fee Letter**” means the Amended and Restated Fee Letter, dated November 6, 2017, by and among the Borrower, JPM, BANA, MLPFSI and RBC, as amended and in effect from time to time and including any joinders thereto.

“**Asset Sale**” means any Casualty Event, or any sale, transfer or other disposition (including any Sale Leaseback Transaction) to any Person of any asset or assets of the Borrower or any Restricted Subsidiary, other than any disposition of any Securitization Assets.

“**Assignee**” has the meaning assigned to such term in Section 10.04(2).

“**Assignment and Acceptance**” means 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 10.04), substantially in the form of Exhibit A or such other form that is approved by the Administrative Agent and reasonably satisfactory to the Borrower.

“**Attributable Indebtedness**” means, on any date, in respect of any Capital Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP.

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

“**Available Unused Commitment**” means, with respect to a Lender at any time, an amount equal to the amount by which (1) the Revolving Facility Commitment of such Lender at such time exceeds (2) the aggregate Revolving Facility Credit Exposure of such Lender at such time.

“ **Average Historical Excess Availability** ” means, for any period, the average daily Excess Availability for such period.

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

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

“ **BANA** ” means Bank of America, N.A.

“ **Blocked Account** ” has the meaning assigned to such term in Section 5.11.

“ **Below Threshold Asset Sale Proceeds** ” means the cash proceeds of Asset Sales involving aggregate consideration of \$25.0 million or less.

“ **Beneficial Owner** ” has the meaning given to that term in Rule 13d-3 and Rule 13d-5 under the Exchange Act. The terms “ **Beneficially Owns** ” and “ **Beneficially Owned** ” have a corresponding meaning.

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

“ **Board of Directors** ” means, as to any Person, the board of directors, board of managers or other governing body of such Person, or if such Person is owned or managed by a single entity, the board of directors, board of managers or other governing body of such entity, and the term “ **directors** ” means members of the Board of Directors.

“ **Borrower** ” has the meaning assigned to such term in the recitals to this Agreement.

“ **Borrower Materials** ” has the meaning assigned to such term in Section 10.17(1).

“ **Borrowing** ” means a group of Loans of a single Type made on a single date and, in the case of Eurocurrency Revolving Loans, as to which a single Interest Period is in effect.

“ **Borrowing Base** ” means, at any time, the sum of:

- (1) 85% of the Eligible Accounts held by the Loan Parties; *plus*

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- (2) the lesser of:
 - (a) 70% of the Eligible Inventory held by the Loan Parties valued at Cost on a first-in, first-out basis; and
 - (b) 85% of the Net Orderly Liquidation Value of Eligible Inventory held by the Loan Parties valued at the lower of Cost or market on a first-in, first-out basis; *plus*
 - (3) 100% of all Eligible Cash held by the Loan Parties; *less*
 - (4) Reserves in effect at such time;

provided, that notwithstanding anything to the contrary herein or in any other Loan Document, from the Closing Date until the Initial Borrowing Base Date, the Borrowing Base will be deemed to be \$350 million for all purposes of this Agreement and the other Loan Documents.

“**Borrowing Base Certificate**” means a certificate, signed by a Responsible Officer of the Borrower, substantially in the form of Exhibit B (or another form acceptable to the Administrative Agent and the Borrower) setting forth the calculation of the Borrowing Base, including a calculation of each component thereof (including, to the extent the Borrower has received notice of any such Reserve from the Administrative Agent, any of the Reserves included in such calculation), all in such detail as is reasonably satisfactory to the Administrative Agent. All calculations of the Borrowing Base in connection with the preparation of any Borrowing Base Certificate will be made by the Borrower and certified to the Administrative Agent.

“**Borrowing Minimum**” means \$500,000 in the case of ABR Borrowings and \$1,000,000 in the case of Eurocurrency Revolving Facility Borrowings.

“**Borrowing Multiple**” means \$100,000 in the case of ABR Borrowings and Eurocurrency Revolving Facility Borrowings.

“**Borrowing Request**” means a request by the Borrower in accordance with the terms of Section 2.03 and substantially in the form of Exhibit D-1.

“**Budget**” has the meaning assigned to such term in Section 5.04(5).

“**Business Day**” means any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close; *provided* that when used in connection with a Eurocurrency Revolving Loan, the term “**Business Day**” also excludes any day on which banks are not open for dealings in deposits in the London interbank market.

“**Capital Expenditures**” means, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities and including in all events all amounts expended or capitalized under Capital Leases) incurred by the Borrower and the Restricted Subsidiaries 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 consolidated statement of cash flows of the Borrower and its Restricted Subsidiaries for such period; *provided* that Capital Expenditures will not include:

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- (1) expenditures to the extent they are made with (a) Equity Interests of any Parent Entity or (b) proceeds of the issuance of Equity Interests (other than Disqualified Stock) of, or a cash capital contribution to, the Borrower after the Closing Date;
 - (2) expenditures with 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 its Restricted Subsidiaries;
 - (3) interest capitalized during such period;
 - (4) expenditures that are accounted for as capital expenditures of such Person and that actually are paid for by a third party (excluding the Borrower and any Restricted Subsidiary) and for which none of the Borrower or any Restricted 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);
 - (5) the book value of any asset owned by the Borrower or any Restricted Subsidiary 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 will be included as a Capital Expenditure during the period that such expenditure is actually made;
 - (6) the purchase price of equipment purchased during such period to the extent the consideration therefor consists of any combination of (a) used or surplus equipment traded in at the time of such purchase or (b) the proceeds of a concurrent sale of used or surplus equipment, in each case, in the ordinary course of business;
 - (7) Investments in respect of any Permitted Acquisitions;
 - (8) the Acquisition; or
 - (9) the purchase of property, plant or equipment to the extent purchased with the proceeds of Asset Sales that are not applied to prepay loans pursuant to Section 2.08 of the Term Loan Credit Agreement.

“ **Capital Lease Obligations** ” means, with respect to any Person, at the time any determination thereof is to be made, the obligations of such Person to pay rent or other amounts under any lease of (or other similar arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP (excluding the footnotes thereto) and, for purposes hereof, the amount of such obligations at any time will be the capitalized amount thereof at such time determined in accordance with GAAP.

“**Capital Leases**” means all leases that have been or are required to be, in accordance with GAAP as in effect on the Closing Date, recorded as capitalized leases; *provided* that for all purposes hereunder the amount of obligations under any Capital Lease shall be the amount thereof accounted for as a liability in accordance with GAAP as in effect on the Closing Date.

“**Capital Stock**” means:

- (1) in the case of a corporation, corporate stock;
- (2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;
- (3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and
- (4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

“**Captive Insurance Subsidiary**” means any Subsidiary that is subject to regulation as an insurance company (or any Subsidiary thereof).

“**Cash Dominion Period**” means the period commencing upon the occurrence of, and continuing during the continuation of, a Liquidity Condition or any Designated Event of Default. Once commenced, a Cash Dominion Period will continue until such Liquidity Condition or Designated Event of Default has been cured or waived or is no longer continuing, as applicable.

“**Cash Equivalents**” means:

- (1) Dollars, Canadian dollars, Japanese yen, pounds sterling, euros or the national currency of any participating member of the European Union or, in the case of any Non-U.S. Subsidiary, any local currencies held by it from time to time in the ordinary course of business and not for speculation;
- (2) direct obligations of the United States of America, the United Kingdom or any member of the European Union or any agency thereof or obligations guaranteed by the United States of America, the United Kingdom or any member of the European Union or any agency thereof, in each case, with maturities not exceeding two years;
- (3) time deposits, eurodollar time deposits, certificates of deposit and money market deposits, in each case, with maturities not exceeding one year from the date of acquisition thereof, demand deposits, bankers’ acceptances with maturities not exceeding one year and overnight bank deposits, in each case, with any commercial bank having capital, surplus and undivided profits of not less than \$250.0 million (or the foreign currency equivalent thereof);

- (4) repurchase obligations for underlying securities of the types described in clauses (2) and (3) above and clause (6) below entered into with a bank meeting the qualifications described in clause (3) above;
- (5) commercial paper or variable or fixed rate notes maturing not more than one year after the date of acquisition issued by a corporation rated at least “P-1” by Moody’s or “A-1” by S&P (or reasonably equivalent ratings of another internationally recognized rating agency);
- (6) securities with maturities of two years or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States of America, or by any political subdivision or taxing authority thereof, having one of the two highest rating categories obtainable from either Moody’s or S&P (or reasonably equivalent ratings of another internationally recognized rating agency);
- (7) Indebtedness issued by Persons with a rating of at least “A 2” by Moody’s or “A” by S&P (or reasonably equivalent ratings of another internationally recognized rating agency), in each case, with maturities not exceeding one year from the date of acquisition, and marketable short-term money market and similar securities having a rating of at least “P-2” or “A-2” from either Moody’s or S&P (or reasonably equivalent ratings of another internationally recognized rating agency);
- (8) Investments in money market funds with average maturities of 12 months or less from the date of acquisition that are rated “Aaa3” by Moody’s and “AAA” by S&P (or reasonably equivalent ratings of another internationally recognized rating agency);
- (9) instruments equivalent to those referred to in clauses (1) through (8) above denominated in any foreign currency comparable in credit quality and tenor to those referred to above customarily utilized in the countries where any such Restricted Subsidiary is located or in which such Investment is made;
- (10) shares of mutual funds whose investment guidelines restrict 95% of such funds’ investments to those satisfying the provisions of clauses (1) through (9) above; and
- (11) solely with respect to any Captive Insurance Subsidiary, any investment that such Captive Insurance Subsidiary is not prohibited to make in accordance with applicable law.

“**Cash Management Bank**” means any provider of Cash Management Services that, at the time such Cash Management Obligations were entered into or, if entered into prior to the Closing Date, on the Closing Date, was the Administrative Agent, a Lender or an Affiliate of the foregoing, whether or not such Person subsequently ceases to be the Administrative Agent, a Lender or an Affiliate of the foregoing.

“**Cash Management Obligations**” means obligations owed by the Borrower or any Restricted Subsidiary to any Cash Management Bank in respect of or in connection with Cash Management Services and designated by the Cash Management Bank and the Borrower in writing to the Administrative Agent as “Cash Management Obligations” under this Agreement (but only if such obligations have not been designated as “Cash Management Obligations” under the Term Loan Credit Agreement).

“**Cash Management Services**” means any treasury, depository, pooling, netting, overdraft, stored value card, purchase card (including so called “procurement card” or “P-card”), debit card, credit card, cash management and similar services and any automated clearing house transfer of funds.

“**Casualty Event**” means any event that gives rise to the receipt by the Borrower or any Restricted Subsidiary of any insurance proceeds or condemnation awards in respect of any equipment, fixed assets or real property (including any improvements thereon) to replace or repair such equipment, fixed assets or real property.

“**Certain Funds Provisions**” has the meaning given to such term in the Commitment Letter.

A “**Change in Control**” will be deemed to occur if:

- (1) at any time a “change of control” (or comparable event) occurs under the Term Loan Credit Agreement or the documentation governing any Permitted Refinancing Indebtedness in respect of the foregoing, in each case, if any Indebtedness is outstanding under such agreement; or
- (2) any Person or “group” (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act, but excluding any employee benefit plan of such Person and its subsidiaries and any Person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), other than the Permitted Holders, acquires, directly or indirectly, Beneficial Ownership of Equity Interests representing more than 35% of the aggregate ordinary voting power (determined on a fully diluted basis but without giving effect to contingent voting rights that have not yet vested) represented by the issued and outstanding Equity Interests of Amneal Inc. and the percentage of the aggregate ordinary voting power so held is greater than the percentage of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of Amneal Inc. Beneficially Owned, directly or indirectly, in the aggregate by the Permitted Holders, taken together (determined on a fully diluted basis but without giving effect to contingent voting rights that have not yet vested) unless, in the case of this clause (2), the Permitted Holders have the right or the ability by voting power, contract or otherwise to elect or designate for election a majority of the board of directors of Amneal Inc.; or
- (3) Amneal Inc. fails to Control the Borrower.

“**Change in Law**” means:

- (1) the adoption of any law, rule or regulation after the Closing Date;
- (2) any change in law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the Closing Date; or

(3) compliance by any Lender (or, for purposes of Section 2.15(2), 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, (a) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives promulgated thereunder or issued in connection therewith and (b) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities, in each case pursuant to Basel III, in each case will be deemed to be a "Change in Law," regardless of the date enacted, adopted, promulgated or issued.

"**Charges**" has the meaning assigned to such term in Section 10.09.

"**Closing Date**" means May 4, 2018.

"**Closing Date EBITDA**" means \$619,791,601.

"**Closing Date First Lien Net Leverage Ratio**" means 4.20 to 1.00.

"**Closing Date Intercreditor Agreement**" means the ABL / Term Loan Intercreditor Agreement, dated as of the Closing Date, by and among the Administrative Agent, the Collateral Agent and JPM, as administrative agent and collateral agent under the Term Loan Credit Agreement, and acknowledged by the Loan Parties, as amended, restated, amended and restated, supplemented or otherwise modified from time to time pursuant to the terms hereof and thereof.

"**Closing Date Refinancing**" means the repayment of the debt and termination of the commitments under the Existing Credit Facilities and release of all Liens and security interests related thereto.

"**Closing Date Total Net Leverage Ratio**" means 4.20 to 1.00.

"**Co-Documentation Agents**" means Bank of the West, Capital One N.A., Goldman Sachs Bank USA, Suntrust Bank and Wells Fargo Bank, National Association.

"**Co-Syndication Agents**" means Bank of America, N.A. and Royal Bank of Canada.

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

"**Collateral**" means the "*Collateral*" as defined in the Collateral Agreement and also includes all other property that is subject to any Lien in favor of the Collateral Agent for the benefit of the Secured Parties pursuant to any Security Document; *provided* that, for the avoidance of doubt, the Collateral will not include any Excluded Assets.

“**Collateral Access Agreement**” means a landlord waiver or other agreement, in a form as shall be reasonably satisfactory to the Collateral Agent, between the Collateral Agent and any third party (including any bailee, consignee, customs broker, or other similar Person) in possession of any Collateral or any landlord of any premises where any Collateral is located, as such landlord waiver or other agreement may be amended, restated, or otherwise modified from time to time.

“**Collateral Agent**” means JPM, in its capacity as Collateral Agent for itself and the other Secured Parties, and any duly appointed successor in that capacity.

“**Collateral Agreement**” means the ABL Guarantee and Collateral Agreement dated as of the Closing Date, among the Loan Parties party thereto and the Collateral Agent, as amended, amended and restated, supplemented or otherwise modified from time to time.

“**Collateral Test Triggering Event**” means any date on which Specified Excess Availability has been less than the greater of (A) \$37.5 million and (B) 15% of the Line Cap for five (5) consecutive Business Days.

“**Commitment Fee**” has the meaning assigned to such term in Section 2.12(1).

“**Commitment**” means (1) with respect to each Lender, such Lender’s Revolving Facility Commitment and (2) with respect to any Issuing Bank, its Letter of Credit Commitment. On the Closing Date, the aggregate amount of Commitments is \$500.0 million.

“**Commitment Letter**” means that certain Amended and Restated Commitment Letter, dated as of November 6, 2017, by and among the Borrower, JPM, BANA, MLPFSI and RBC and including any joinders thereto.

“**Consolidated Amortization Expense**” means, with respect to any Person for any Test Period, the amortization expense of such Person and its Restricted Subsidiaries for such Test Period, including the amortization of deferred financing fees or costs for such Test Period, determined on a consolidated basis in accordance with GAAP.

“**Consolidated Cash Interest Expense**” means, with respect to any Person and its Restricted Subsidiaries (on a consolidated basis) for any Test Period, the sum of: (1) cash consolidated interest expense (less cash interest income) for such period plus (2) all cash dividend payments (excluding items eliminated in consolidation) on any series of Disqualified Stock made during such period.

“**Consolidated Debt**” means, as of any date of determination, the sum (without duplication) of the aggregate principal amount of all Indebtedness of the Borrower and its Restricted Subsidiaries outstanding on such date consisting of Indebtedness for borrowed money, unreimbursed obligations in respect of drawn letters of credit (to the extent not cash collateralized), Capital Lease Obligations, Indebtedness obligations evidenced by bonds, debentures, notes or similar instruments and obligations with respect to Disqualified Stock, determined on a consolidated basis in accordance with GAAP (but excluding the effects of the application of purchase accounting in connection with the Transactions, any Permitted Acquisition or any other investment permitted hereunder), based upon the most recent fiscal quarter for which Required Financial Statements have been or are required to have been delivered; *provided*, that Consolidated Debt will include any Convertible Indebtedness to the extent of the aggregate principal amount thereof; *provided, further*, that Consolidated Debt shall not include any Indebtedness in respect of:

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- (1) any Qualified Receivables Transaction;
 - (2) any letter of credit, except to the extent of unreimbursed obligations in respect of drawn letters of credit (*provided* that any unreimbursed amount under commercial letters of credit shall not be counted as Consolidated Debt until three business days after such amount is drawn (it being understood that any borrowing, whether automatic or otherwise, to fund such reimbursement shall be counted)); or
 - (3) obligations under Hedge Agreements.

“**Consolidated Depreciation Expense**” means, with respect to any Person for any Test Period, the depreciation expense of such Person and its Restricted Subsidiaries for such Test Period, determined on a consolidated basis in accordance with GAAP.

“**Consolidated EBITDA**” means, with respect to any Person for any Test Period, Consolidated Net Income of such Person and its Restricted Subsidiaries for such Test Period, adjusted by:

- (1) adding thereto, in each case, only to the extent deducted (and not added back) in determining such Consolidated Net Income and without duplication:
 - (a) Consolidated Interest Expense for such Test Period;
 - (b) Consolidated Amortization Expense for such Test Period;
 - (c) Consolidated Depreciation Expense for such Test Period;
 - (d) Consolidated Tax Expense for such Test Period;
 - (e) the amount of any restructuring, severance, relocation, consolidation, integration, remediation or similar items or reserves in such Test Period (whether or not characterized as such in accordance with GAAP), including items or reserves incurred or taken in connection with (i) Permitted Acquisitions and other Permitted Investments after the Closing Date and (ii) severance and the consolidation or closing of any facilities after the Closing Date;
 - (f) the amount of costs relating to signing, retention and completion bonuses, relocation expenses, recruiting expenses, costs and expenses incurred in connection with any strategic or new initiatives, transition costs, consolidation and closing costs for facilities, business optimization expenses and new systems design and implementation costs;

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- (g) the amount of “run-rate” cost savings, operating expense reductions and synergies related to the Transactions, any Specified Transaction or any other restructuring, cost saving initiative or other initiative that are projected by such Person in good faith to result from actions taken, committed to be taken or expected to be taken no later than 24 months after the end of such Test Period (which amounts will be determined by such Person in good faith and calculated on a Pro Forma Basis as though such amounts had been realized on the first day of such Test Period), net of the amount of actual benefits realized during such Test Period from such actions; *provided*, that the amounts added back pursuant to this clause (g) shall not exceed 25% of Consolidated EBITDA after giving effect to this clause (g);
 - (h) any costs or expenses incurred in such Test Period pursuant to or in connection with or resulting from any management equity plan, profits interest or stock option plan or any other management or employee benefit plan or agreement or any post-employment benefit plans or agreements or any grants or sales of stock, stock appreciation or similar rights, stock options, restricted stock, preferred stock or other similar rights or any stock subscription, stockholders or partnership agreement;
 - (i) any net loss from disposed, abandoned, closed or discontinued operations;
 - (j) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not representing Consolidated EBITDA or Consolidated Net Income in any Test Period to the extent non-cash gains relating to such income were deducted in the calculation of Consolidated EBITDA pursuant to paragraph (2) below for any previous Test Period and not added back;
 - (k) any non-cash charges or expenses reducing Consolidated Net Income for such Test Period (provided that if any such non-cash item represents an accrual or reserve for potential cash items in any future Test Period, (i) such Person may determine not to add back such non-cash item in the current Test Period and (ii) to the extent such Person does decide to add back such non-cash item, the cash payment in respect thereof in such future Test Period shall be subtracted from Consolidated EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior Test Period);
 - (l) all charges, costs, expenses, accruals or reserves in connection with the rollover, acceleration or payout of Equity Interests held by officers or employees of such Person and all losses, charges and expenses related to payments made to holders of options or other derivative Equity Interests in the common equity of such Person or any direct or indirect parent thereof in connection with, or as a result of, any distribution being made to equity holders of such Person or any direct or indirect parent thereof, which payments are being made to compensate such option holders as though they were equity holders at the time of, and entitled to share in, such distribution;
 - (m) the amount of any expenses paid on behalf of any member of the board of directors or reimbursable to such member of the board of directors;

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- (n) all judgments, liabilities, obligations, damages of any kind, including liquidated damages, settlement amounts, losses, fines, costs, fees, expenses (including reasonable attorneys' fees and disbursements), penalties and interest and other charges or expenses in connection with any lawsuit or other proceeding against such Person and its Subsidiaries; provided, that the amounts added back pursuant to this clause (n) shall not exceed 15% of Consolidated EBITDA prior to giving effect to this clause (n);
 - (o) losses or discounts on any sale of receivables, Securitization Assets and related assets in connection with any Qualified Receivables Transaction;
 - (p) earn-outs and contingent consideration obligations (including to the extent accounted for as bonuses and other compensation), payments in respect of dissenting shares, and purchase price adjustments, made by such Person during such Test Period, in each case, in connection with an investment or acquisition permitted hereunder;
 - (q) the amount of any contingent payments in connection with the licensing of Intellectual Property Rights or other assets;
 - (r) any extraordinary, non-recurring or unusual costs items; and
 - (s) other adjustments consistent with Regulation S-X; and

(2) subtracting therefrom, in each case only to the extent (and in the same proportion) included or added in determining such Consolidated Net Income and without duplication:

- (a) the aggregate amount of all non-cash items increasing Consolidated Net Income (other than (i) the accrual of revenue or recording of receivables in the ordinary course of business and (ii) the reversal of any accrual of a reserve referred to in the parenthetical in clause (1)(k) of this definition (other than any such reversal that results from a cash payment subtracted from Consolidated EBITDA)) for such Test Period;
- (b) any extraordinary, non-recurring or unusual gains; and
- (c) any net income from disposed, abandoned, closed or discontinued operations.

Notwithstanding the foregoing, Consolidated EBITDA of the Borrower (i) for the fiscal quarter ended March 31, 2017, shall be deemed to be \$124,962,967, (ii) for the fiscal quarter ended June 30, 2017, shall be deemed to be \$146,611,301, (iii) for the fiscal quarter ended September 30, 2017, shall be deemed to be \$179,033,361, and (iv) for the fiscal quarter ended December 31, 2017, shall be deemed to be \$169,183,972, as such amounts may be adjusted pursuant to Pro Forma adjustments permitted by this Agreement.

“ **Consolidated First Lien Net Debt** ” means, as of any date, the Loans, the Initial Term Loans and any other Consolidated Debt outstanding as of such date that is secured on a *pari passu* basis with the Liens that secure the Initial Term Loans, *minus* all Unrestricted Cash as of such date in an aggregate amount not to exceed \$150,000,000, in each case, determined based upon the most recent fiscal quarter for which Required Financial Statements have been or are required to have been delivered; *provided* that for purposes of calculating the amount of Consolidated First Lien Net Debt with respect to any Indebtedness being incurred in reliance on compliance with any financial ratio-based incurrence test, Unrestricted Cash will not include any proceeds received from such Indebtedness.

“ **Consolidated Interest Expense** ” means, with respect to any Person for any Test Period, the total consolidated interest expense of such Person and its Restricted Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, *including* , without duplication:

- (1) imputed interest on Capital Lease Obligations and Attributable Indebtedness of such Person and its Restricted Subsidiaries for such Test Period;
- (2) commissions, discounts and other fees, charges and expenses owed by such Person and its Restricted Subsidiaries with respect to letters of credit securing financial obligations, bankers’ acceptance financing and receivables financings for such Test Period;
- (3) pay-in-kind interest payments, amortization and write-offs of deferred financing fees, debt issuance costs, debt discount, or premium, commissions and other financing fees and expenses (including expensing of any bridge, commitment or other financing fees) incurred by such Person and its Restricted Subsidiaries for such Test Period including net costs under Hedge Agreements dealing with interest rates and any commitment fees payable thereunder and all discounts, commissions, fees and other similar charges associated with any Qualified Receivables Transaction;
- (4) cash contributions to any employee stock ownership plan or similar trust made by such Person and its Restricted Subsidiaries to the extent such contributions are used by such plan or trust to pay interest or fees to any Person (other than such Person or a wholly-owned Subsidiary) in connection with Indebtedness incurred by such plan or trust for such Test Period;
- (5) all interest paid or payable with respect to discontinued operations of such Person and its Restricted Subsidiaries for such Test Period;
- (6) the interest portion of any deferred payment obligations of such Person and its Restricted Subsidiaries for such Test Period; and
- (7) all interest on any Indebtedness of such Person and its Restricted Subsidiaries that is (a) Indebtedness of others secured by any Lien on property owned or acquired by such Person or its Subsidiaries, whether or not the obligations secured thereby have been assumed, but limited to the fair market value of such property or (b) contingent obligations of such Person or its Subsidiaries in respect of Indebtedness;

provided that Consolidated Interest Expense shall be calculated after giving effect to Hedge Agreements related to interest rates (including associated costs), but excluding unrealized gains and losses with respect to such Hedge Agreements; *provided further* that when determining Consolidated Interest Expense in respect of any Test Period ending prior to the first anniversary of the Closing Date, Consolidated Interest Expense will be calculated by multiplying the aggregate Consolidated Interest Expense accrued since the Closing Date by 365 and then dividing such product by the number of days from and including the Closing Date to and including the last day of such Test Period. For purposes of this definition, interest on Capital Lease Obligations will be deemed to accrue at the interest rate reasonably determined by a Responsible Officer of the Borrower to be the rate of interest implicit in such Capital Lease Obligations in accordance with GAAP.

“**Consolidated Net Income**” means, with respect to any Person for any Test Period, the Net Income of such Person and its Restricted Subsidiaries determined on a consolidated basis in accordance with GAAP; provided that there shall be excluded from such consolidated net income (to the extent otherwise included therein), without duplication:

- (1) the Net Income for such Test Period of any Person that is not a Subsidiary, or that is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting, shall be excluded; provided that the Borrower’s or any Restricted Subsidiary’s equity in the Net Income of such Person shall be included in the Consolidated Net Income of the Borrower for such Test Period up to the aggregate amount of dividends or distributions or other payments in respect of such equity that are actually paid in cash (or to the extent converted into cash) by such Person to the Borrower or a Restricted Subsidiary, in each case, in such Test Period, to the extent not already included therein;
- (2) [Reserved];
- (3) any gain (or loss), together with any related provisions for taxes on any such gain (or the tax effect of any such loss), realized by such Person or any of its Restricted Subsidiaries during such Test Period upon any asset sale or other disposition of any Equity Interests of any Person (other than any dispositions in the ordinary course of business) by such Person or any of its Restricted Subsidiaries;
- (4) gains and losses due solely to fluctuations in currency values and the related tax effects determined in accordance with GAAP for such Test Period;
- (5) earnings (or losses), including any impairment charge, resulting from any reappraisal, revaluation or write-up (or write-down) of assets during such Test Period;
- (6) (a) unrealized gains and losses with respect to Hedge Agreements for such Test Period pursuant to the application of Accounting Standards Codification 815 (Derivatives and Hedging) and (b) any after-tax effect of income (or losses) for such Test Period that result from the early extinguishment of (i) Indebtedness, (ii) obligations under any Hedge Agreements or (iii) other derivative instruments;
- (7) any extraordinary, non-recurring or unusual gain (or extraordinary, non-recurring or unusual loss), together with any related provision for taxes on any such gain (or the tax effect of any such loss), recorded or recognized by such Person or any of its Restricted Subsidiaries during such Test Period;

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- (8) the cumulative effect of a change in accounting principles and changes as a result of the adoption or modification of accounting policies during such Test Period;
 - (9) any after-tax gains (or losses) on disposal of disposed, abandoned or discontinued operations for such Test Period;
 - (10) effects of adjustments (including the effects of such adjustments pushed down to such Person and its Restricted Subsidiaries) in the inventory, property and equipment, software, goodwill, other intangible assets, in-process research and development, deferred revenue, debt and unfavorable or favorable lease line items in such Person's consolidated financial statements pursuant to GAAP for such Test Period resulting from the application of purchase accounting in relation to the Transactions or any acquisition consummated prior to the Closing Date and any Permitted Acquisition or other investment or the amortization or write-off of any amounts thereof, net of taxes, for such Test Period;
 - (11) any non-cash compensation charge or expense (including any deferred non-cash compensation expense) for such Test Period, including any such charge or expense arising from the grants of stock appreciation or similar rights, stock options, restricted stock or other rights and any cash charges or expenses associated with the rollover, acceleration or payout of Equity Interests by, or to, management of the such Person or any of its Restricted Subsidiaries in connection with the Transactions;
 - (12) (a) Transaction Costs incurred during such Test Period (including, for the avoidance of doubt, any charges, costs or expenses pursuant to or in connection with or resulting from any Existing Notes LM Transaction or Specified Tender Offer) and (b) any fees and expenses incurred during such Test Period, or any amortization thereof for such Test Period, in connection with any acquisition (other than the Transactions), investment, disposition, issuance or repayment of Indebtedness, issuance of Equity Interests, refinancing transaction or amendment or modification of any debt or equity instrument (in each case, including any such transaction whether consummated on, after or prior to the Closing Date and any such transaction undertaken but not completed) and any charges or non-recurring costs incurred during such Test Period as a result of any such transaction;
 - (13) any expenses, charges or losses for such Test Period that are covered by indemnification or other reimbursement provisions in connection with any investment, Permitted Acquisition or any sale, conveyance, transfer or other disposition of assets permitted under this Agreement, to the extent actually reimbursed, or, so long as the Borrower has made a determination that a reasonable basis exists for indemnification or reimbursement and only to the extent that such amount is in fact indemnified or reimbursed within 365 days of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so indemnified or reimbursed within such 365 days); and

(14) to the extent covered by insurance and actually reimbursed, or, so long as the Borrower has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed within 365 days of the date of such determination (with a deduction in the applicable future period for any amount so added back to the extent not so reimbursed within such 365 days), expenses, charges or losses for such Test Period with respect to liability or casualty events or business interruption.

“**Consolidated Tax Expense**” means, with respect to any Person for any Test Period, taxes based on gross receipts, income, profits or capital, franchise, excise or similar taxes, and foreign withholding taxes, of such Person and its Restricted Subsidiaries for such Test Period, including (1) penalties and interest related thereto and (2) tax distributions made to any direct or indirect holders of Equity Interests of such Person in respect of any such taxes.

“**Consolidated Total Assets**” means, as of any date, the total assets of the Borrower and the Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP, determined based upon the most recent month-end financial statements available internally as of the date of determination, and calculated on a Pro Forma Basis.

“**Consolidated Total Net Debt**” means, as of any date, the Consolidated Debt outstanding as of such date *minus* all Unrestricted Cash as of such date in an aggregate amount not to exceed \$150,000,000, in each case, determined based upon the most recent financial statements available internally as of the date of determination; *provided* that for purposes of calculating the Consolidated Total Net Debt with respect to any Indebtedness being incurred in reliance on compliance with any financial ratio-based incurrence test, Unrestricted Cash will not include any proceeds received from such Indebtedness.

“**continuing**” means, with respect to any Default or Event of Default, that such Default or Event of Default has not been cured or waived.

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

“**Contribution**” has the meaning assigned to such term in the recitals hereto.

“**Contribution Indebtedness**” means Indebtedness in an aggregate outstanding principal amount not to exceed an amount equal to 100% of the net cash proceeds and the fair market value of property (other than cash) received by the Borrower from Permitted Equity Issuances or as a contribution to its common equity capital, in each case, after the Closing Date and on or prior to the date of such incurrence (other than Excluded Contributions, Cure Amounts and sales of Equity Interests to the Borrower or any of its Subsidiaries) that are Not Otherwise Applied.

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

“**Control Agreement**” has the meaning assigned to such term in the Collateral Agreement.

“ **Convertible Indebtedness** ” means (1) the Impax Convertible Notes and (2) any Indebtedness of a Loan Party (which may be Guaranteed by other Loan Parties) permitted to be incurred hereunder that is either (a) convertible into common Capital Stock of the Borrower or of any direct or indirect parent thereof (or other applicable securities or property following a merger event or other change of the common Capital Stock of the Borrower) (and cash in lieu of fractional shares) and/or cash (in an amount determined by reference to the price of such common Capital Stock or such other securities) or (b) sold as units with call options, warrants or rights to purchase (or substantially equivalent derivative transactions) that are exercisable for common Capital Stock of the Borrower or of any direct or indirect parent thereof and/or cash (in an amount determined by reference to the price of such common Capital Stock).

“ **Cost** ” means the calculated cost of purchases, based upon the Borrower’s accounting practices as reflected in the most recent Annual Financial Statements, which practices are consistent with the methodology used in the most recent appraisal delivered in connection with this Agreement prior to the Closing Date.

“ **Covenant Trigger Event** ” means that Specified Excess Availability is less than either (a) the greater of (i) \$25.0 million and (ii) 10.0% of the Line Cap then in effect for two (2) consecutive Business Days or (b) the greater of (i) \$18.75 million and (ii) 7.5% of the Line Cap then in effect at any time. Once commenced, a Covenant Trigger Event will be deemed to be continuing until such time as Specified Excess Availability equals or exceeds such amount, as reflected in a Borrowing Base Certificate delivered to the Administrative Agent pursuant to Section 5.04(9), for 20 consecutive days.

“ **Credit Agreement Refinanced Debt** ” has the meaning assigned to it in the definition of “ *Credit Agreement Refinancing Indebtedness* ”.

“ **Credit Agreement Refinancing Indebtedness** ” means secured or unsecured Indebtedness of the Borrower in the form of term loans or notes; *provided that*:

- (1) such Indebtedness is incurred or otherwise obtained (including by means of the extension or renewal of existing Indebtedness) in exchange for, or to extend, renew, replace or refinance, in whole or part, Indebtedness (“ **Credit Agreement Refinanced Debt** ”) that is either Loans or other Credit Agreement Refinancing Indebtedness;
- (2) such Indebtedness is in an original aggregate principal amount not greater than the principal amount of the Credit Agreement Refinanced Debt (*plus* (a) the amount of unpaid, accrued or capitalized interest, penalties, premiums (including tender premiums), defeasance costs and other similar amounts payable with respect thereto and (b) underwriting discounts, fees, commissions, costs, expenses and other similar amounts payable with respect to such Credit Agreement Refinancing Indebtedness);
- (3) (a) the Weighted Average Life to Maturity of such Indebtedness is equal to or longer than the remaining Weighted Average Life to Maturity of the Credit Agreement Refinanced Debt, and (b) the final maturity date of such Credit Agreement Refinancing Indebtedness may not be earlier than the Latest Maturity Date;

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- (4) such Indebtedness may participate on a *pro rata* basis or on a less than *pro rata* basis (but not on a greater than *pro rata* basis) in any mandatory prepayments hereunder on the same basis as any Refinancing Term Loans;
 - (5) such Indebtedness will rank *pari passu* or junior in right of payment to the Credit Agreement Refinanced Debt;
 - (6) such Indebtedness is not secured by any assets or property of the Borrower or any Restricted Subsidiary that does not constitute Collateral (subject to customary exceptions for cash collateral in favor of an agent, letter of credit issuer or similar “fronting” lender);
 - (7) such Indebtedness is not guaranteed by any Person other than a Guarantor;
 - (8) if such Indebtedness is secured:
 - (a) such Indebtedness shall be secured on a junior basis to the Revolving Facility Claims, except in the case of Credit Agreement Refinancing Indebtedness constituting Refinancing Term Loans (which shall be secured on a *pari passu* basis with any other outstanding Refinancing Term Loans);
 - (b) the security agreements relating to such Indebtedness are substantially similar to or the same as the applicable Security Documents (as determined in good faith by a Responsible Officer of the Borrower); and
 - (c) except in the case of Credit Agreement Refinancing Indebtedness constituting Refinancing Term Loans, a Debt Representative, acting on behalf of the holders of such Indebtedness, will become party to or otherwise subject to the provisions of a Junior Lien Intercreditor Agreement and/or, if applicable, the Closing Date Intercreditor Agreement; *provided* that, to the extent such Indebtedness constitutes Refinancing Term Loans, it shall be subject to the relative priorities and intercreditor provisions as described in Section 2.22(1); and
 - (9) the terms and conditions of such Indebtedness (a) are substantially identical to, or, taken as a whole, no more favorable to the lenders or holders providing such Indebtedness than, those applicable to such Credit Agreement Refinanced Debt (except for covenants applicable only to periods after the Latest Maturity Date at the time of incurrence) and (b) solely to the extent that any terms and conditions applicable to any such Credit Agreement Refinanced Debt are not substantially the same as, or are materially more restrictive on the Borrower and the Restricted Subsidiaries than, those then applicable to the Credit Agreement Refinanced Debt, shall otherwise reflect customary market terms and conditions, including with respect to high yield debt securities to the extent applicable, at the time of such incurrence of such Credit Agreement Refinancing Indebtedness (*provided* that a certificate of a Responsible Officer delivered to the Administrative Agent at least four (4) Business Days (or such shorter period as may be agreed by the Administrative Agent) prior to the incurrence of such Credit Agreement Refinancing Indebtedness, together with a reasonably detailed description of the material covenants and events of default of such Credit Agreement Refinancing Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in

good faith that such terms and conditions satisfy the requirement of this clause (9) shall be conclusive evidence that such Indebtedness satisfies this clause (9) unless the Administrative Agent notifies the Borrower within such four (4) Business Day (or shorter) period that it disagrees with such determination (including a description of the basis upon which it disagrees)); provided that this clause (9) will not apply to (v) terms addressed in the preceding clauses (1) through (8), (w) interest rate, rate floors, fees, funding discounts and other pricing terms, (x) redemption, prepayment or other premiums, or (y) optional prepayment or redemption terms; *provided further* that the Borrower will promptly deliver to the Administrative Agent final copies of the definitive credit documentation relating to such Indebtedness (unless the Borrower is bound by a confidentiality obligation with respect thereto, in which case the Borrower will deliver a reasonably detailed description of the material terms and conditions of such Indebtedness in lieu thereof).

Credit Agreement Refinancing Indebtedness will include any Registered Equivalent Notes issued in exchange therefor.

“ **Credit Event** ” has the meaning assigned to such term in Article IV.

“ **Cure Amount** ” has the meaning assigned to such term in Section 8.02.

“ **Cure Right** ” has the meaning assigned to such term in Section 8.02.

“ **Customs Broker Agreement** ” means an agreement, in form reasonably satisfactory to the Collateral Agent, in which the customs broker or other carrier acknowledges that it has control over and holds the documents evidencing ownership of the subject Inventory for the benefit of the Collateral Agent and agrees, upon notice from the Collateral Agent, to hold and dispose of such Inventory solely as directed by the Collateral Agent.

“ **DDA** ” means any checking or other demand deposit account maintained by the Loan Parties in the United States.

“ **Debt Representative** ” means, with respect to any Junior Lien Debt, the lenders or other holders of such Indebtedness or the trustee, administrative agent, collateral agent, security agent or similar agent under the indenture or agreement pursuant to which such Indebtedness is issued, incurred or otherwise obtained, as the case may be, and each of their successors in such capacities.

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

“ **Default** ” means any event or condition which, but for the giving of notice, lapse of time or both, would constitute an Event of Default.

“ **Defaulting Lender** ” means any Lender that:

- (1) has refused (without retraction) or failed to (a) fund its portion of any Borrowing, or (b) pay to any Agent, any Issuing Bank or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit) within two Business Days of the date when due;
- (2) has notified the Borrower, any Agent or any Issuing Bank that it does not intend to comply with its funding obligations under any Loan Document, or has made a public statement to that effect;
- (3) has failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations under any Loan Document (*provided* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (3) upon receipt of such written confirmation by the Administrative Agent and the Borrower); or
- (4) has, or has a direct or indirect parent company that has:
 - (a) become insolvent or the subject of a proceeding under any voluntary or involuntary case under any Debtor Relief Law,
 - (b) 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
 - (c) become the subject of a Bail-In Action; *provided* that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender.

Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (1) through (4) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrower, each Issuing Bank and each Lender.

“ **Designated Event of Default** ” means any Event of Default under Section 8.01(2), Section 8.01(3), Section 8.01(4) (solely with respect to a default under Section 5.04(9), Section 5.11 or Section 6.13), Section 8.01(8) or Section 8.01(9).

“**Designated Non-Cash Consideration**” means the fair market value of non-cash consideration received by the Borrower or any Restricted Subsidiary in connection with an Asset Sale that is designated as Designated Non-Cash Consideration pursuant to a certificate of a Responsible Officer of the Borrower setting forth the basis of such valuation, less the amount of cash or Cash Equivalents received in connection with a subsequent sale of such Designated Non-Cash Consideration.

“**Discharge of ABL Revolving Claims**” has the meaning assigned to the term “Discharge of ABL Claims” in the Closing Date Intercreditor Agreement, except that, solely for purposes of this definition, the principal amount of any Refinancing Term Loans and any interest, fees, attorneys’ fees, costs, expenses, indemnities and other Obligations relating thereto do not constitute “ABL Claims” (as defined in the Closing Date Intercreditor Agreement).

“**Disinterested Director**” means, with respect to any Person and transaction, a member of the Board of Directors of such Person who does not have any material direct or indirect financial interest in or with respect to such transaction.

“**Disposition**” or “**Dispose**” means the sale, transfer, license, lease or other disposition (excluding Liens, but including any sale or issuance of Equity Interests in a Restricted Subsidiary and any sale leaseback transactions of a Loan Party) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

“**Disqualified Institution**” means:

- (1) those entities identified by or on behalf of the Borrower in writing to the Administrative Agent, from time to time prior to or after the completion of general syndication, as competitors of the Borrower or its Subsidiaries or Impax or its Subsidiaries;
- (2) those banks, financial institutions, other institutional lenders and other persons identified in writing by or on behalf of the Borrower or Impax to the Arrangers from time to time prior to October 17, 2017;
- (3) those banks, financial institutions, other institutional lenders and other persons identified in writing by or on behalf of the Borrower to the Arrangers after October 17, 2017 if such designation is reasonably acceptable to the Arrangers; and
- (4) any clearly identifiable (solely on the basis of the similarity of its name or as identified in writing by or on behalf of the Borrower) Affiliate of the entities described in the preceding clauses (1), (2) and (3) (other than, with respect to this clause (4), any bona fide Debt Fund Affiliates thereof).

Notwithstanding the foregoing, each Loan Party and the Lenders acknowledge and agree that (i) the Administrative Agent will not have any responsibility or obligation to determine whether any Lender or potential Lender is a Disqualified Institution and the Administrative Agent will have no liability with respect to or arising out of any assignment or participation of Term Loans to a Disqualified Institution and (ii) any written notice of a Disqualified Institution shall be deemed not delivered and not effective unless delivered by or on behalf of the Borrower to the Administrative Agent by email to JPMDQ_Contact@jpmorgan.com and shall only become effective, as of and following, two (2) Business Days after such delivery.

“ **Disqualified Stock** ” means, 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 redeemable or exchangeable at the option of the holder thereof), or upon the happening of any event or condition:

- (1) mature or are mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale are subject to the prior Payment in Full and the termination of the Commitments);
- (2) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part;
- (3) provides for the scheduled payments of dividends in cash; or
- (4) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Stock, in each case, prior to the date that is 91 days after the earlier of:
 - (a) the Latest Maturity Date at the time of issuance; and
 - (b) the date on which the Term Loans and all other Obligations (other than Obligations in respect of Specified Hedge Agreements, Cash Management Obligations and contingent indemnification and reimbursement obligations that are not yet due and payable and for which no claim has been asserted) are Paid in Full and the Commitments are terminated and any outstanding Letters of Credit are expired, terminated or cash collateralized on terms reasonably satisfactory to the applicable Issuing Bank(s);

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 will be deemed to be Disqualified Stock; *provided, further*, that if such Equity Interests are issued pursuant to any plan for the benefit of any future, current or former officers, directors, managers, employees, consultants or independent contractors of the Borrower, any of its Subsidiaries or any direct or indirect parent thereof, or their respective estates, heirs, family members, spouses, former spouses, successors, executors, administrators, trustees, legatees or distributees, such Equity Interests will not constitute Disqualified Stock solely because they may be required to be repurchased by the Borrower or any of its Subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of any such Person’s termination, death or disability; and *provided, further*, that any class of Equity Interests of such Person that by its terms authorizes such Person to satisfy its obligations thereunder by delivery of any Equity Interests that is not Disqualified Stock will not be deemed to be Disqualified Stock. For the avoidance of doubt, any Convertible Indebtedness or any Permitted Convertible Indebtedness Call Transaction will not be deemed to be Disqualified Stock.

“ **Dollars** ” or “ **\$** ” means lawful money of the United States of America.

“ **EEA Financial Institution** ” means:

- (1) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority;
- (2) any entity established in an EEA Member Country which is a parent of an institution described in clause (1) of this definition; or
- (3) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (1) or (2) of this definition and is subject to consolidated supervision with its parent.

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

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

“ **Dominion Account** ” has the meaning assigned to such term in Section 5.11.

“ **Eligible Accounts** ” means, at any time, all Accounts of any Loan Party that constitute proceeds from the sale or disposition of Inventory in the ordinary course of business and that are reflected in the most recent Borrowing Base Certificate, except any Account with respect to which any of the exclusionary criteria set forth below applies. No Account will be an Eligible Account if:

- (1) Past Due / Extended : such Account are not paid within the earlier of sixty (60) days following its due date or more than (a) one hundred (120) days in respect of Accounts for which any of Cardinal, AmerisourceBergen, Walgreens, McKesson or any of their respective Affiliates is the Account debtor or (b) one hundred (100) days in respect of Accounts (other than Accounts for which Cardinal, AmerisourceBergen, Walgreens, McKesson or any of their respective Affiliates is the Account debtor), in the case of the foregoing clauses (a) and (b), following its original invoice date; *provided* that, in calculating delinquent portions of Accounts under this clause (1), only such delinquent portions will be excluded;
- (2) Non-U.S./Canadian Accounts : unless otherwise agreed by the Administrative Agent or such Account is backed by a letter of credit reasonably acceptable to the Administrative Agent, such Account is the obligation of an Account debtor that (i) does not maintain its chief executive office in the United States, Canada or any political subdivision of any thereof or (ii) is not organized under the applicable laws of the United States or political subdivision thereof or the District of Columbia or Canada or any political subdivision thereof;

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- (3) Other Liens : such Account is (a) not owned by a Loan Party, (b) not subject to the valid, perfected and (subject to Liens having priority by operation of applicable Law) first priority Lien of the Collateral Agent as to such Account or (c) is subject to any other Lien of any other Person, other than (i) Liens in favor of any Agent pursuant to any Loan Document, (ii) Liens permitted under Section 6.02(9), 6.02(10), 6.02(11), 6.02(12), 6.02(13), 6.02(17), 6.02(18), 6.02(22), 6.02(24) or 6.02(29) (including any Liens permitted under Section 6.02(40) with respect to the foregoing) or Permitted Liens arising by operation of law, in each case that do not have priority over the Liens that secure the Revolving Facility Claims or (iii) (x) Permitted Liens securing Indebtedness permitted under Section 6.01(1) which Liens do not have priority over the Liens that secure the Revolving Facility Claims, (y) Permitted Liens securing Ratio Debt, Indebtedness permitted under Section 6.01(2) and Indebtedness incurred pursuant to Section 6.01(11), 6.01(19), 6.01(21) or 6.01(28) (and in each case, any Permitted Refinancing Indebtedness thereof permitted under Section 6.01) and (z) Liens permitted under Section 6.02(14), 6.02(19), 6.02(20), 6.02(25), 6.02(28), 6.02(30), 6.02(31), 6.02(32), 6.02(33), 6.02(36)(a), 6.02(39) or 6.02(42) (including any Liens permitted under Section 6.02(40) with respect to the foregoing), which Liens, in the case of each of the foregoing clauses (y) and (z), are secured on a junior basis to the Liens that secure the Revolving Facility Claims;
 - (4) Not Bona Fide : Accounts that are not true and correct statements of bona fide indebtedness incurred in the amount of such Account by the applicable Account debtor;
 - (5) Disputed Accounts : such Account is disputed, or a claim, counterclaim, discount, deduction, reserve, allowance, recoupment, offset or chargeback has been asserted with respect thereto by the applicable Account debtor (but only to the extent of such dispute, claim, counterclaim, discount, deduction, reserve, allowance, recoupment, offset or chargeback);
 - (6) Bankruptcy : such Account is owed by an Account debtor that is subject to a bankruptcy proceeding of the type specified in Section 8.01(8) or (9) or that is liquidating, dissolving or winding up its affairs or otherwise deemed not creditworthy by the Administrative Agent in its Reasonable Credit Judgment; *provided* that (i) the Administrative Agent may, in its sole discretion, include Accounts from Account debtors subject to such proceedings if and to the extent that such Accounts are fully covered by credit insurance, letters of credit or other sufficient third-party credit support, or are otherwise deemed by the Administrative Agent not to pose an unreasonable risk of non-collectability;
 - (7) Judgments, Notes or Chattel Paper : such Account is evidenced by Chattel Paper or an Instrument (each as defined in the Collateral Agreement) of any kind, or has been reduced to judgment;
 - (8) Cross Aged Accounts : such Account is the obligation of an Account debtor if fifty percent (50%) or more of the Dollar amount of all Accounts owing by that Account debtor are ineligible under the other criteria set forth in this definition;
 - (9) Government Accounts : such Account is the obligation of an Account debtor that is the United States government or a political subdivision thereof, or any state, county or municipality or department, agency or instrumentality thereof unless Administrative Agent, in its sole discretion, has agreed to the contrary in writing, or the applicable Loan Party has complied with respect to such obligation with the Federal Assignment of Claims Act of 1940, or any applicable state, county or municipal law restricting the assignment thereof with respect to such obligation;

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- (10) Contra Accounts : such Account to the extent the Borrower or any subsidiary thereof is liable for goods sold or services rendered by the applicable Account debtor, but only to the extent of the potential offset;
 - (11) Inter-Company/Affiliate Accounts : such Account arises from a sale to any Affiliate of any Loan Party or any employee, officer or director of the Borrower or any Subsidiary or any of their respective Affiliates or to any entity that has any common officer or director with any Loan Party; *provided* that the foregoing shall not apply to Accounts arising from sales (which sales are on terms and conditions not less favorable to the applicable Loan Party than would reasonably be obtained by such Loan Party in a comparable arm's length transaction with a Person other than an Affiliate of a Loan Party) to any Affiliates (other than the Borrower and its Subsidiaries) that are portfolio companies of the Investors;
 - (12) Unbilled Accounts : an invoice with respect to such Account has not been sent to the applicable Account debtor;
 - (13) Progress Billing : such Account (i) as to which a Loan Party is not able to bring suit or otherwise enforce its remedies against the applicable Account debtor through judicial process or (ii) if the Account represents a progress billing consisting of an invoice for goods sold or used or services rendered pursuant to a contract under which the Account debtor's obligation to pay that invoice is subject to a Loan Party's completion of further performance under such contract or is subject to the equitable lien of a surety bond issuer;
 - (14) Bill and Hold; C.O.D. : such Account arises with respect to goods that are sold on a bill-and-hold or cash-on-delivery basis;
 - (15) Non-Acceptable Alternative Currency : unless otherwise agreed by the Administrative Agent or such Account is backed by a letter of credit reasonably acceptable to the Administrative Agent, such Account is payable in any currency other than Dollars;
 - (16) Conditional Sale : such Account arises with respect to goods that are placed on consignment, guaranteed sale or other terms by reason of which the payment by the applicable Account debtor is conditional;
 - (17) Non-Ordinary Course Sales : such Account does not arise from the sale of goods or the performance of services by a Loan Party in the ordinary course of business;
 - (18) Consumer Sales : such Account arises with respect to goods that are sold by any party directly to individual consumers;
 - (19) Reserves; Rebates; Etc. : such Account to the extent a Loan Party has reserved for credits to be applied against the balance of such Account, but only to the extent of such potential credits, including without limitation any rebates, billbacks, chargebacks, redistribution fees, service level fees, miscellaneous fees and administrative fees;

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- (20) Concentration Risk (Cardinal, AmerisourceBergen, Walgreens and McKesson): with respect to Accounts for which any of Cardinal, AmerisourceBergen, Walgreens, McKesson or any of their respective Affiliates is the Account debtor (and solely to the extent that the respective long-term credit rating of Cardinal, AmerisourceBergen, Walgreens or McKesson, as applicable, is at least “BB” (“B+” in the case of Walgreens) from S&P and at least “Ba2” (“B1” in the case of Walgreens) from Moody’s), Accounts of such Account debtor, to the extent that such Accounts, together with all other Accounts owing by the respective Account debtor and its Affiliates, exceed thirty percent (30%) of all Eligible Accounts; *provided* that only such portion of such Accounts in excess of thirty percent (30%) of all Eligible Accounts will be excluded; *provided* further that if any of Cardinal, AmerisourceBergen, Walgreens or McKesson does not have at least the long-term credit rating set forth herein, then the limitation set forth in clause (21) of this definition shall be applicable to such Account debtor; or
- (21) Concentration Risk (Other Account Debtors): to the extent such Account (other than Accounts for which Cardinal, AmerisourceBergen, Walgreens, McKesson or any of their respective Affiliates is the Account debtor and only if the long-term credit rating of Cardinal, AmerisourceBergen, Walgreens or McKesson, as applicable, is at least “BB” (“B+” in the case of Walgreens) from S&P and at least “Ba2” (“B1” in the case of Walgreens) from Moody’s), together with all other Accounts owing by such Account debtor and its Affiliates as of any date of determination, exceed twenty percent (20%) of all Eligible Accounts; *provided* that only such portion of such Accounts in excess of twenty percent (20%) of all Eligible Accounts will be excluded.

If any Account at any time ceases to be an Eligible Account, then such Account will promptly be excluded from the calculation of the Borrowing Base; *provided* that if any Account ceases to be an Eligible Account because of the adjustment of or imposition of new exclusionary criteria pursuant to the succeeding paragraph, the Administrative Agent will not require exclusion of such Account from the Borrowing Base until 5 Business Days following the date on which the Administrative Agent gives notice to the Borrower of such ineligibility; *provided* that upon such notice, the Borrower shall not be permitted to borrow any Loans or have any Letters of Credit issued so as to exceed the Line Cap after giving effect to such adjustment or imposition of new exclusionary criteria.

The Administrative Agent reserves the right, at any time and from time to time after the Closing Date, to adjust any of the exclusionary criteria set forth above and to establish new criteria, in each case, in its Reasonable Credit Judgment (based on an analysis of material facts or events first occurring, or first discovered by the Administrative Agent, after the Closing Date), subject to the necessary approvals set forth in Section 10.08 in the case of adjustments or new criteria which have the effect of making more credit available than would have been available based upon the criteria in effect on the Closing Date.

“**Eligible Cash**” means Unrestricted Cash of a Loan Party held in a segregated deposit account or securities account that is cash denominated in Dollars and either (a) maintained with the Collateral Agent, for the benefit of the Secured Parties, as security for the Obligations or (b) if not maintained with the Collateral Agent, maintained with a Lender and subject to a Control Agreement; *provided* that in no event shall any cash held in any Excluded Account be included in Eligible Cash.

“**Eligible Inventory**” means all Inventory owned by any Loan Party reflected in the most recent Borrowing Base Certificate, except any Inventory with respect to which any of the exclusionary criteria set forth below applies. No item of Inventory will be Eligible Inventory if such item:

- (1) Unperfected: is not subject to a first priority (subject to any Permitted Liens arising by operation of law) perfected Lien in favor of the Collateral Agent as to such Inventory;
- (2) Other Liens: is (a) not owned by a Loan Party or (b) is subject to any Lien of any Person, other than (i) Liens in favor of any Agent pursuant to any Loan Document, (ii) Liens permitted under Section 6.02(9), 6.02(10), 6.02(11), 6.02(12), 6.02(19), or 6.02(24) (including any Liens permitted under Section 6.02(40) with respect to the foregoing) or Permitted Liens arising by operation of law, in each case, that do not have priority over the Liens that secure the Revolving Facility Claims or (iii) (x) Permitted Liens securing Indebtedness permitted under Section 6.01(1) which Liens do not have priority over the Liens that secure the Revolving Facility Claims, (y) Permitted Liens securing Ratio Debt, Indebtedness permitted under Section 6.01(2) and Indebtedness incurred pursuant to Section 6.01(11), 6.01(15)(b), 6.01(19), 6.01(21), 6.01(28) or 6.01(30) (and in each case, any Permitted Refinancing Indebtedness thereof permitted under Section 6.01) and (z) Liens permitted under Section 6.02(13), 6.02(22), 6.02(28), 6.02(30), 6.02(31), 6.02(32), 6.02(33), 6.02(36)(b), 6.02(36)(c), 6.02(36)(d) or 6.02(42) (including any Liens permitted under Section 6.02(40) with respect to the foregoing), which Liens, in the case of each of the foregoing clauses (y) and (z), are secured on a junior basis to the Liens that secure the Revolving Facility Claims;
- (3) Obsolete/Expired: is damaged, excess, obsolete, unsalable (including if such item of Inventory has not been approved by the FDA), shopworn, seconds, discontinued, work in process, recalled or expired or will expire within six months or less or otherwise fully reserved in accordance with normal operating practices;
- (4) Not Owned: is not owned by one or more Loan Parties;
- (5) Consignment: is the subject of a consignment by any Loan Party as consignor;
- (6) Off-Site: is not located in a public third-party warehouse or on premises owned, leased or rented by a Loan Party and, in each case, set forth in Schedule 1.01(2) (as such schedule may be amended or supplemented from time to time);
- (7) Leased Location: is located at any location leased by the Borrower or any Subsidiary, unless either (i) the lessor has delivered to the Collateral Agent a Collateral Access Agreement as to such location or (ii) a Reserve for rent, charges, and other amounts due or to become due with respect to such location has been established by the Administrative Agent in its Reasonable Credit Judgment;

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- (8) Bailees / Warehousemen : is located in any third-party warehouse or is in the possession of a bailee and is not evidenced by a Document (as defined in Article 9 of the UCC), unless either (i) a reasonably satisfactory bailee letter has been delivered to the Administrative Agent with respect thereto or (ii) an appropriate Reserve for rent, charges, and other amounts due or to become due with respect to such location has been established by the Administrative Agent in its Reasonable Credit Judgment;
- (9) Mortgage : is located at an owned location subject to a mortgage in favor of a lender other than the Collateral Agent, unless either (i) a reasonably satisfactory mortgagee waiver has been delivered to the Administrative Agent with respect thereto or (ii) an appropriate Reserve for rent, charges, and other amounts due or to become due with respect to such location has been established by the Administrative Agent in its Reasonable Credit Judgment;
- (10) Non-U.S. / In-Transit : is not located in the U.S. or is in-transit, except that Inventory in-transit will not be deemed ineligible under this clause (10) if:
- (a) it is in-transit between U.S. locations of Loan Parties; or
 - (b) (A) it has been paid for in advance of shipment, (B) legal ownership thereof has passed to the applicable Loan Party (or is retained by the applicable Loan Party) as evidenced by customary documents of title, (C) the Collateral Agent has control over the documents of title which evidence ownership of the subject Inventory (including, if requested by the Collateral Agent, by the delivery of a Customs Broker Agreement) and (D) it is insured to the reasonable satisfaction of the Collateral Agent;
- (11) Packaging / Shipping Materials; Tooling; Display : consists of packaging or shipping materials, manufacturing supplies, tooling or replacement parts or display items;
- (12) Customized : contains or bears any licensing, trademark, trade name or copyright licensed to any Loan Party by any Person (other than any Subsidiary) that would require the consent of a third party for the sale or disposition of such Inventory (which consent has not been paid) unless the Collateral Agent is reasonably satisfied that it may sell or otherwise dispose of such Inventory without (a) infringing the rights of such licensor, (b) violating any contract with such licensor, or (c) incurring any liability with respect to payment of royalties other than royalties incurred pursuant to sale of such Inventory under the current licensing agreement relating thereto;
- (13) Uninsured : such Inventory is not insured in accordance with Section 5.02 hereof;
- (14) Negotiable Bill of Sale : such Inventory is covered by a negotiable document of title for which, promptly upon reasonable written request by the Administrative Agent, the Borrower fails to deliver such document to the Administrative Agent with all necessary endorsements, free and clear of all Liens except Liens in favor of the Collateral Agent;
- (15) Not Ordinary Course : such Inventory (other than raw materials) that is not of a type held for sale in the ordinary course of business of a Loan Party;

(16) Returns: consists of goods which have been returned by the buyer; or

(17) Permitted Acquisitions: is acquired in connection with a Permitted Acquisition to the extent the Administrative Agent has not received a Report in respect of such Inventory showing results reasonably satisfactory to the Administrative Agent.

If any Inventory at any time ceases to be Eligible Inventory, such Inventory will promptly be excluded from the calculation of the Borrowing Base; *provided*, *however*, that if any Inventory ceases to be Eligible Inventory because of the adjustment of or imposition of new exclusionary criteria pursuant to the succeeding paragraph, the Administrative Agent will not require exclusion of such Inventory from the Borrowing Base until 5 Business Days following the date on which the Administrative Agent gives notice to the Borrower of such ineligibility; *provided* that upon such notice, the Borrower shall not be permitted to borrow any Loans or have any Letters of Credit issued so as to exceed the Line Cap after giving effect to such adjustment or imposition of new exclusionary criteria.

The Administrative Agent reserves the right, at any time and from time to time after the Closing Date, to adjust any of the exclusionary criteria set forth above and to establish new criteria, in each case, its Reasonable Credit Judgment (based on an analysis of material facts or events first occurring, or first discovered by the Administrative Agent, after the Closing Date), subject to the necessary approvals set forth in Section 10.08 in the case of adjustments or new criteria which have the effect of making more credit available than would be available based upon the criteria in effect on the Closing Date.

“**Environment**” means 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.

“**Environmental Laws**” means all applicable laws (including common law), statutes, rules, regulations, codes, ordinances, orders, binding agreements and final, binding decrees or judgments, in each case, promulgated or entered into by or with any Governmental Authority, relating in any way to the Environment, preservation or reclamation of natural resources, the generation, management, Release or threatened Release of, or exposure to, any Hazardous Material or to occupational health and safety matters (to the extent relating to the environment or exposure to Hazardous Materials).

“**Equity Interests**” means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock, any Convertible Indebtedness and any Permitted Warrant Transaction).

“**Equivalent Percentage**” means, as of any date of determination, with respect to any Dollar amount, the percentage of TTM Consolidated EBITDA of the Borrower for the four quarters ended December 31, 2017 that such Dollar amount represents, rounded to the nearest one tenth of 1%. For purposes of calculating Equivalent Percentage, TTM Consolidated EBITDA of the Borrower for the four quarters ended December 31, 2017 will be deemed to be the Closing Date EBITDA.

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

“**ERISA Event**” means:

- (1) a Reportable Event, or the requirements of Section 4043(b) of ERISA apply, with respect to a Plan;
- (2) a withdrawal by the Borrower or any of its Subsidiaries or, to the knowledge of the Borrower, any ERISA Affiliate from a Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations by the Borrower or any of its Subsidiaries or, to the knowledge of the Borrower or the Borrower, any ERISA Affiliate that is treated as a termination under Section 4062(e) of ERISA;
- (3) a complete or partial withdrawal by the Borrower or any of its Subsidiaries or, to the knowledge of the Borrower, any ERISA Affiliate from a Multiemployer Plan, receipt of written notification by the Borrower or any of its Subsidiaries or, to the knowledge of the Borrower, any ERISA Affiliate concerning the imposition of Withdrawal Liability or written notification that a Multiemployer Plan is, or is expected to be, insolvent or endangered or in critical status within the meaning of Section 305 of ERISA;
- (4) the provision by a Plan administrator or the PBGC of notice of intent to terminate a Plan, to appoint a trustee to administer a Plan, the treatment of a Plan or Multiemployer Plan amendment as a termination under Sections 4041 or 4041A of ERISA or the commencement of proceedings by the PBGC to terminate a Plan or Multiemployer Plan;
- (5) the incurrence by the Borrower or any of its Subsidiaries or, to the knowledge of the Borrower, any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Plan or Multiemployer Plan, other than for the payment of plan contributions or PBGC premiums due but not delinquent under Section 4007 of ERISA;
- (6) the application for a minimum funding waiver under Section 302(c) of ERISA with respect to a Plan;
- (7) the imposition of a lien under Section 303(k) of ERISA with respect to any Plan; and
- (8) a determination that any Plan is in “at risk” status (within the meaning of Section 303 of ERISA).

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

“**Eurocurrency Revolving Facility Borrowing**” means a Borrowing comprised of Eurocurrency Revolving Loans.

“**Eurocurrency Revolving Loan**” means any Revolving Loan bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

“**Event of Default**” has the meaning assigned to such term in Section 8.01.

“**Excess Availability**” means, at any time, (a) the Line Cap at such time *minus* (b) the Revolving Facility Credit Exposure at such time.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Excluded Accounts**” means any DDA, securities account, commodity account or any other deposit account of any Loan Party or Restricted Subsidiary (and all Cash, Cash Equivalents and other securities or investments credited thereto or deposited therein):

- (1) that is a zero balance account, disbursement account or imprest account;
- (2) that does not have an individual daily balance in excess of \$500,000, or in the aggregate with each other account described in this clause (2), in excess of \$5,000,000;
- (3) the balance of which is swept at the end of each Business Day into a deposit account, securities account or commodity account that is in the name of the Collateral Agent or subject to a Control Agreement in favor of the Collateral Agent, so long as such daily sweep is not terminated or modified (other than to provide that the balance in such deposit account, securities account or commodity account is swept into another deposit account, securities account or commodity account subject to a Control Agreement in favor of the Collateral Agent) without the consent of the Collateral Agent;
- (4) that is a Trust Account;
- (5) that holds Term Priority Collateral or the proceeds thereof, so long as all amounts on deposit therein constitute Term Priority Collateral; or
- (6) to the extent that it is cash collateral for letters of credit (other than Letters of Credit) to the extent permitted hereunder.

“**Excluded Assets**” means “*Excluded Assets*” as defined in the Collateral Agreement.

“**Excluded Contributions**” means, as of any date, the aggregate amount of the net cash proceeds and Cash Equivalents, together with the aggregate fair market value of other assets that are used or useful in a business permitted under Section 6.08, received by the Borrower after the Closing Date from:

- (1) contributions to its common equity capital; or

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- (2) the sale of Capital Stock of the Borrower;

in each case, designated as Excluded Contributions pursuant to a certificate of a Responsible Officer of the Borrower on the date such contribution is made or such Capital Stock is sold, less the aggregate amount of Investments made pursuant to Section 6.04(29) and Restricted Payments made pursuant to Section 6.07(12), in each case prior to such date and Not Otherwise Applied; *provided* that the proceeds of Disqualified Stock and Cure Amounts will not be treated as Excluded Contributions.

“ *Excluded Equity Interests* ” means “ *Excluded Equity Interests* ” as defined in the Collateral Agreement.

“ *Excluded Subsidiary* ” means any:

- (1) Immaterial Subsidiary;
- (2) Subsidiary that is not a Wholly Owned Subsidiary of the Borrower or a Subsidiary Loan Party;
- (3) Unrestricted Subsidiary;
- (4) Non-U.S. Subsidiary;
- (5) direct or indirect U.S. Subsidiary of a Non-U.S. Subsidiary;
- (6) FSHCO;
- (7) Subsidiary that is prohibited or restricted by applicable Law or by a binding contractual obligation (including any Contractual Obligation) existing on the Closing Date or at the time of the acquisition or creation of such Subsidiary (and not incurred in contemplation of such acquisition or creation) from providing a Guarantee or if such Guarantee would require consent, approval, license or authorization of or from a Governmental Authority or a third party (other than a Loan Party or a controlled Affiliate of a Loan Party);
- (8) special purpose securitization vehicle (or similar entity) including any Receivables Subsidiary or like special purpose entity;
- (9) Subsidiary that is a not-for-profit organization;
- (10) Captive Insurance Subsidiary;
- (11) Subsidiary with respect to which, in the reasonable judgment of the Borrower in consultation with the Administrative Agent, the providing of a Guarantee would result in material adverse tax consequences as reasonably determined by the Borrower in consultation with the Administrative Agent; and
- (12) Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent, in consultation with the Borrower, the cost or other consequences (including any adverse tax consequences) of providing a Guarantee would be excessive in view of the benefits to be obtained by the Lenders therefrom;

provided that the Borrower, in its sole discretion, may cause any Subsidiary that otherwise qualifies as an “Excluded Subsidiary” to become a “Guarantor” in accordance with the definition thereof and thereafter such Subsidiary will not constitute an “Excluded Subsidiary” unless and until the Borrower elects otherwise.

“**Excluded Taxes**” means, with respect to any Recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder:

- (1) Taxes imposed on or measured by its net income (however denominated) or franchise Taxes imposed in lieu of net income Taxes, in each case, (a) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (b) that are Other Connection Taxes;
- (2) any branch profits Tax or any similar Tax that is imposed by any jurisdiction described in clause (1) above;
- (3) any U.S. withholding Tax (including any backup withholding Tax) that is in effect and would apply to amounts payable hereunder to or for the account of a Recipient under the law applicable at the time such Recipient becomes a party to this Agreement (or in the case of a Lender, under the law applicable at the time such Lender changes its lending office), except to the extent that the Recipient’s assignor (if any), at the time of assignment (or such Lender immediately before it changed its lending office), was entitled to receive additional amounts from the Loan Party with respect to any U.S. withholding Tax pursuant to Section 2.14(1) or Section 2.14(3);
- (4) Taxes that are attributable to such Lender’s or Administrative Agent’s failure to comply with Section 2.14(5) or Section 2.14(6); and
- (5) any withholding Taxes imposed under FATCA.

“**Exclusive License**” means, with respect to any drug or pharmaceutical product, any license to develop, commercialize, sell, market and promote such drug or pharmaceutical product and which provides for exclusive rights to develop, use, commercialize, sell, market, import and promote such drug or product within the United States; *provided* that an “Exclusive License” shall not include:

- (1) any license solely to distribute any such drug or product on an exclusive basis within any particular geographic region or territory,
- (2) any licenses, which may be exclusive, solely to manufacture any such drug or product, and
- (3) any license to manufacture, use, offer for sale or sell any authorized generic version of such drug or product; and “**Exclusively License**” shall have the correlative meaning.

“ **Executive Order** ” has the meaning assigned to such term in Section 3.19(3)(a).

“ **Existing Credit Facilities** ” means:

- (1) that certain Revolving Credit Agreement, dated as of November 1, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) by, among others, the Borrower and Healthcare Financial Solutions, LLC (as successor in interest to General Electric Capital Corporation), as agent;
- (2) that certain Credit Agreement dated as of November 1, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) by, among others, the Borrower and Healthcare Financial Solutions, LLC (as successor in interest to General Electric Capital Corporation), as agent; and
- (3) those certain credit facilities of Impax and its Subsidiaries with respect to which the Acquisition Agreement requires the delivery of a payoff letter.

“ **Existing Letters of Credit** ” means those Letters of Credit described on Schedule 1.01(1) hereto.

“ **Existing Notes LM Transactions** ” means a consent solicitation to holders of the Impax Convertible Notes, pursuant to which Impax shall solicit consents to make certain amendments to the Impax Indenture such that the Acquisition and the transaction contemplated in the Acquisition Agreement would not result in a default or event of default under the Impax Indenture in exchange for monetary consideration (including an offer (on terms to be agreed) to purchase the Impax Convertible Notes at a price equal to, if coupled with any consent fee included therein, par) or other changes to the Impax Indenture for the benefit of holders of Impax Convertible Notes.

“ **Extended Commitments** ” means the Revolving Facility Commitments or other commitments to make Extended Loans held by any Extending Lenders.

“ **Extended Loans** ” means the Loans made pursuant to Extended Commitments.

“ **Extending Lenders** ” means each Lender accepting an Extension Offer.

“ **Extension** ” has the meaning assigned to such term in Section 2.23(1).

“ **Extension Amendment** ” has the meaning assigned to such term in Section 2.23(2).

“ **Extension Offer** ” has the meaning assigned to such term in Section 2.23(1).

“ **Factoring Transaction** ” means any transaction or series of transactions that may be entered into by the Borrower or any Restricted Subsidiary pursuant to which the Borrower or such Restricted Subsidiary may sell, convey, assign or otherwise transfer Securitization Assets (which may include a backup or precautionary grant of security interest in such Securitization Assets so sold, conveyed, assigned or otherwise transferred or purported to be so sold, conveyed, assigned or otherwise transferred) to any Person other than a Receivables Subsidiary.

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

“**FDA**” means the United States Food and Drug Administration and any successor thereto.

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

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

“**Fee Letters**” means the Agency Fee Letter and the Arranger Fee Letter.

“**Fees**” means the Administrative Agent Fees and all other fees set forth in the Fee Letters payable to a Lender, the Administrative Agent or any Arranger, in each case, with respect to the Revolving Facility.

“**FILO Intercreditor Provisions**” means the provisions set forth on Exhibit J.

“**Financial Officer**” means, with respect to any Person, the chief financial officer, principal accounting officer, director of financial services, treasurer, assistant treasurer or controller of such Person or other similar officer or Person performing similar functions of such Person, designated in writing by or on behalf of the Borrower to the Administrative Agent from time to time. Any document delivered hereunder that is signed by a Financial Officer of a Loan Party will be conclusively presumed to have been authorized by all necessary corporate, limited liability company, partnership or other action on the part of such Loan Party and such Financial Officer will be conclusively presumed to have acted on behalf of such Loan Party. Unless otherwise specified, all references herein to a “Financial Officer” shall refer to a Financial Officer of the Borrower.

“**Financial Performance Covenant**” means the covenant set forth in Section 6.13.

“**First Lien Net Leverage Ratio**” means, with respect to any Test Period, the ratio of (1) Consolidated First Lien Net Debt outstanding as of the last day of such Test Period to (2) Consolidated EBITDA of the Borrower for such Test Period.

“ **Fixed Charge Coverage Ratio** ” means, as of any date, the ratio of:

- (1) (a) Consolidated EBITDA of the Borrower for the most recent Test Period, *minus* (b) cash taxes and other tax distributions paid in cash during such period, *minus* (c) cash Capital Expenditures of the Borrower or any Restricted Subsidiary for such period to the extent not financed with the proceeds of Funded Debt (it being understood that Capital Expenditures funded with proceeds of revolving loans (including the Loans) will not be deemed to be “financed with the proceeds of Funded Debt” for the purpose of this clause (c)), to
- (2) Fixed Charges of the Borrower for such Test Period.

“ **Fixed Charges** ” means, for any period, the sum of the following for such period:

- (1) Consolidated Cash Interest Expense of the Borrower for such period, *plus*
- (2) all scheduled principal amortization payments that were paid or payable in cash during such period with respect to Indebtedness for borrowed money of the Borrower and the Restricted Subsidiaries, including payments in respect of Capital Leases but excluding payments with respect to intercompany Indebtedness.

“ **Foreign Lender** ” means any Lender or Issuing Bank that is organized under the laws of a jurisdiction other than the United States of America. For purposes of this definition, the United States of America, each state thereof and the District of Columbia will be deemed to constitute a single jurisdiction.

“ **Fronting Exposure** ” means, at any time there is a Defaulting Lender, with respect to the Issuing Bank, such Defaulting Lender’s Revolving Facility Percentage of the outstanding Revolving L/C Exposure, other than Revolving L/C Exposure as to which such Defaulting Lender’s participation obligation has been reallocated to non-Defaulting Lenders or cash collateralized in accordance with the terms hereof.

“ **FSHCO** ” means any direct or indirect U.S. Subsidiary that has no material assets other than Equity Interests (or Equity Interests and Indebtedness) in one or more Non-U.S. Subsidiaries or other FSHCOs.

“ **Funded Debt** ” means all Indebtedness of the Borrower and the Restricted Subsidiaries for borrowed money that matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the option of such Person, to a date more than one year from such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date.

“ **GAAP** ” means generally accepted accounting principles in the United States of America as in effect from time to time, including those set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as approved by a significant segment of the accounting profession (but excluding the policies, rules and regulations of the SEC applicable only to public companies).

Notwithstanding anything to the contrary above or in the definition of Capital Lease Obligations or Capital Expenditures, in the event of a change under GAAP (or the application thereof) requiring any leases to be capitalized that are not required to be capitalized as of the Closing Date, only those leases that would result or would have resulted in Capital Lease Obligations or Capital Expenditures on the Closing Date (assuming for purposes hereof that they were in existence on the Closing Date) will be considered capital leases and all calculations under this Agreement will be made in accordance therewith.

“**Governmental Authority**” means any federal, state, local or foreign court or governmental agency, authority, instrumentality, regulatory or legislative body, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“**Guarantee**” of or by any Person (the “guarantor”) means:

- (1) any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other 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:
 - (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation (whether arising by virtue of partnership arrangements, by agreement to keep well, to purchase assets, goods, securities or services, to take or pay or otherwise) or to purchase (or to advance or supply funds for the purchase of) any security for the payment of such Indebtedness or other obligations;
 - (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof;
 - (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation;
 - (d) 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
 - (e) as an account party in respect of any letter of credit, bank guarantee or other letter of credit guaranty issued to support such Indebtedness or other obligation; or
- (2) any Lien on any assets of the guarantor securing any Indebtedness (or any existing right, contingent or otherwise, of the holder of Indebtedness to be secured by such a Lien) of any other Person, whether or not such Indebtedness or other obligation is assumed by the guarantor;

provided, that the term “Guarantee” will not include endorsements 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 under this Agreement (other than such obligations with respect to Indebtedness).

The amount of any Guarantee will be deemed to be an amount equal to the stated or determinable amount of the related primary Indebtedness obligation, or portion thereof, 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 the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“**Guarantor**” means (1) each Subsidiary Loan Party and (2) each Parent Entity or Restricted Subsidiary that the Borrower may elect in its sole discretion, from time to time, upon written notice to the Administrative Agent, to cause to Guarantee the Obligations (including by executing a supplement to the Collateral Agreement in substantially the form attached thereto), until such date that the Borrower has informed the Administrative Agent that it elects not to have such Person Guarantee the Obligations.

“**Hazardous Materials**” means all pollutants, contaminants, wastes, chemicals, materials, substances and constituents that are defined, listed or regulated under Environmental Law as hazardous or toxic, or words of similar import, or the Release or exposure to which would reasonably be expected to give rise to liability under any Environmental Law, including explosive or radioactive substances, petroleum or petroleum byproducts or distillates, friable asbestos or friable asbestos-containing materials, polychlorinated biphenyls or radon gas.

“**Health Care Laws**” means any Laws applicable to the research, development, manufacture, distribution, marketing, storage, transportation, use and sale of products controlled by the Borrower or any of the Subsidiaries, including without limitation the federal Anti-kickback Statute (42 U.S.C. § 1320a-7b(b)), the Anti-Inducement Law (42 U.S.C. § 1320a-7a(a)(5)), the civil False Claims Act (31 U.S.C. §§ 3729 et seq.), the administrative False Claims Law (42 U.S.C. § 1320a-7b(a)), the civil monetary penalty laws (42 U.S.C. § 1320a-7a), the federal Food, Drug & Cosmetic Act (21 U.S.C. §§ 301 et seq.), the federal Controlled Substances Act (21 U.S.C. § 801 et seq.), HIPAA, the Medicaid Drug Rebate Program (42 U.S.C. § 1396r-8), Medicare average sales price reporting (42 U.S.C. § 1395w-3a), the Public Health Service Act (42 U.S.C. § 256b), the federal TRICARE program (10 U.S.C. §1071 et seq.), the VA Federal Supply Schedule (38 U.S.C. § 8126), and the regulations promulgated pursuant to such laws, each as amended from time to time.

“**Hedge Agreement**” means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions, in each case, not entered into for speculative purposes; *provided* that no phantom stock or similar plan providing for payments only on account of services provided by any future, current or former officers, directors, managers, employees, consultants or independent contractors of the Borrower, any of its Subsidiaries or any direct or indirect parent thereof will be a Hedge Agreement. Notwithstanding the foregoing, agreements relating to any Permitted Convertible Indebtedness Call Transaction (and the obligations and transactions relating thereto) will not constitute a Hedge Agreement.

“**IFRS**” means International Financial Reporting Standards and applicable accounting requirements set by the International Accounting Standards Board or any successor thereto (or the Financial Accounting Standards Board, the Accounting Principles Board of the American Institute of Certified Public Accountants, or any successor to either such board, or the SEC, as the case may be), as in effect from time to time.

“**Immaterial Subsidiary**” means, as of any date, any Subsidiary that (i) did not, as of the last day of the most recent fiscal quarter for which Required Financial Statements have been delivered, have assets with a value in excess of 5.0% of the Consolidated Total Assets or revenues representing in excess of 5.0% of total revenues of the Borrower and the Restricted Subsidiaries for the period of four consecutive fiscal quarters for which Required Financial Statements have been delivered, calculated on a consolidated basis in accordance with GAAP; and (ii) taken together with all Immaterial Subsidiaries as of the last day of the most recent fiscal quarter of the Borrower for which Required Financial Statements have been delivered, did not have assets with a value in excess of 10.0% of Consolidated Total Assets or revenues representing in excess of 10.0% of total revenues of the Borrower and the Restricted Subsidiaries on a consolidated basis for such four-quarter period.

“**Impacted Interest Period**” has the meaning assigned to it in the definition of “**LIBO Rate**”.

“**Impax**” means (1) prior to the Impax Conversion, Impax Laboratories, Inc., a Delaware corporation, and (2) after the consummation of the Impax Conversion, Impax Laboratories, LLC, a Delaware limited liability company.

“**Impax Conversion**” means the conversion of Impax Laboratories, Inc., a Delaware corporation, into Impax Laboratories, LLC, a Delaware limited liability company.

“**Impax Convertible Notes**” means those certain 2.00% Convertible Senior Notes due 2022 in an aggregate principal amount not to exceed \$600 million, issued pursuant to the Impax Indenture.

“**Impax Indenture**” means the Indenture dated as of June 30, 2015 between Impax and Wilmington Trust, National Association (the “**Trustee**”), as amended and supplemented by the First Supplemental Indenture, dated as of November 6, 2017 between Impax and the Trustee, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“**Impax Merger**” means the merger of K2 Merger Sub Corporation, a Delaware corporation, with and into Impax, with Impax surviving such merger.

“**Impax Transactions**” means the Impax Merger and the Impax Conversion.

“**Increased Reporting Period**” means each period beginning on the date that Excess Availability shall have been less than the greater of (x) \$75.0 million and (y) 30% of the Line Cap, for five (5) consecutive Business Days, and ending on the date Excess Availability shall have been at least the greater of (x) \$75.0 million and (y) 30% of the Line Cap for thirty (30) consecutive calendar days.

“**Incremental Commitment**” has the meaning assigned to such term in Section 2.21(1).

“**Incremental Equivalent Term Debt**” has the meaning assigned to such term in the Term Loan Credit Agreement.

“**Incremental Facility**” has the meaning assigned to such term in Section 2.21(1).

“**Incremental Facility Amendment**” has the meaning assigned to such term in Section 2.21(5).

“**Incremental Lender**” has the meaning assigned to such term in Section 2.21(4).

“**Indebtedness**” means, with respect to any Person, without duplication:

- (1) all obligations of such Person for borrowed money;
- (2) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments;
- (3) all obligations of such Person under conditional sale or title retention agreements relating to property or assets purchased by such Person;
- (4) all obligations of such Person issued or assumed as the deferred purchase price of property or services, to the extent the same would be required to be shown as a long-term liability on a balance sheet prepared in accordance with GAAP;
- (5) all Capital Lease Obligations of such Person;
- (6) all net payments that such Person would have to make in the event of an early termination, on the date Indebtedness of such Person is being determined, in respect of outstanding Hedge Agreements;
- (7) the principal component of all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and bank guarantees;
- (8) the principal component of all obligations of such Person in respect of bankers’ acceptances;
- (9) all Guarantees by such Person of Indebtedness described in clauses (1) through (8) above; and

(10) 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);

provided that Indebtedness will not include:

- (a) trade payables, accrued expenses (including for payroll and other liabilities) and intercompany liabilities arising in the ordinary course of business;
- (b) prepaid or deferred revenue arising in the ordinary course of business;
- (c) purchase price holdbacks arising in the ordinary course of business in respect of a portion of the purchase prices of an asset to satisfy unperformed obligations of the seller of such asset; or
- (d) earn-out obligations until such obligations become a liability on the balance sheet of such Person in accordance with GAAP.

The Indebtedness of any Person (i) will include the Indebtedness of any partnership in which such Person is a general partner, other than to the extent that the instrument or agreement evidencing such Indebtedness expressly limits the liability of such Person in respect thereof and (ii) in the case of Restricted Subsidiaries that are not Loan Parties, will exclude loans and advances made by Loan Parties having a term not exceeding 364 days (inclusive of any roll over or extensions of terms) and made in the ordinary course of business (such loans and advances, “**Short Term Advances**”). The amount of any net obligation under any Hedge Agreement on any date shall be deemed to be the Swap Termination Value thereof as of such date.

“**Indemnified Taxes**” means (1) all Taxes other than Excluded Taxes imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document; and (2) to the extent not otherwise described in clause (1), Other Taxes.

“**Indemnitee**” has the meaning assigned to such term in Section 10.05(2).

“**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.

“**Initial Borrowing Base Date**” means the date that is 90 days after the Closing Date (or such earlier date as the Borrower may elect after delivery of a reasonably satisfactory field examination and inventory appraisal to the Administrative Agent or such later date as may be agreed to by the Administrative Agent in its sole discretion).

“**Initial Term Loans**” has the meaning assigned to such term in the introductory paragraph hereof.

“**Intellectual Property Rights**” has the meaning assigned to such term in Section 3.20(1).

“**Intercreditor Agreement**” means the Closing Date Intercreditor Agreement or a Junior Lien Intercreditor Agreement that may be executed from time to time, as applicable.

“**Interest Election Request**” means 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.

“**Interest Payment Date**” means (1) with respect to any Eurocurrency Revolving Loan, the last Business Day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurocurrency Revolving Facility Borrowing with an Interest Period of more than three months’ duration, each day that would have been an Interest Payment Date had successive Interest Periods of three months’ duration been applicable to such Borrowing and (2) with respect to any ABR Loan, the first Business Day after the end of each fiscal quarter of the Borrower commencing with the first Business Day after the end of the fiscal quarter of the Borrower ending on June 30, 2018.

“**Interest Period**” means, as to any Eurocurrency Revolving Facility Borrowing, the period commencing on the date of such Borrowing or on the last day of the immediately preceding Interest Period applicable to such Borrowing, as applicable, and ending on the numerically corresponding day (or, if there is no numerically corresponding day, on the last day) in the calendar month that is one, two, three or six months thereafter (or, if agreed by all applicable Lenders, 12 months or a shorter period), as the Borrower may elect, or the date any Eurocurrency Revolving Facility Borrowing is converted to an ABR Borrowing in accordance with Section 2.07 or repaid or prepaid in accordance with Section 2.09, 2.10 or 2.11; *provided that*:

- (1) if any Interest Period would end on a day other than a Business Day, such Interest Period will be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period will end on the next preceding Business Day;
- (2) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) will end on the last Business Day of the calendar month at the end of such Interest Period;
- (3) no Interest Period will extend beyond the applicable Maturity Date; and
- (4) interest will accrue from and including the first day of an Interest Period to but excluding the last day of such Interest Period.

“**Inventory**” means , with respect to a Person, all of such Person’s now owned and hereafter acquired inventory (as defined in the UCC), goods and merchandise, wherever located, in each case, to be furnished under any contract of service or held for sale or lease, all returned goods, raw materials, work-in-process, finished goods (including embedded software), other materials, parts and supplies of any kind, nature or description that are used or consumed in such Person’s business or used in connection with the packing, shipping, advertising, selling, or finishing of such goods, merchandise and other property, all documents of title or other documents representing the foregoing.

“**Interpolated Rate**” means, at any time, for any Interest Period, the rate per annum (rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Administrative Agent in its reasonable discretion (which such determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the LIBO Screen Rate for the longest period for which the LIBO Screen Rate is available) that is shorter than the Impacted Interest Period; and (b) the LIBO Screen Rate for the shortest period (for which that LIBO Screen Rate is available) that exceeds the Impacted Interest Period, in each case, at such time.

“**Investment**” has the meaning assigned to such term in Section 6.04.

“**Investment Grade Rating**” means a rating equal to or higher than Baa3 (or the equivalent) by Moody’s and BBB- (or the equivalent) by S&P (or reasonably equivalent ratings of another internationally recognized rating agency).

“**Investment Grade Securities**” means:

- (1) securities issued or directly and fully guaranteed or insured by the U.S. government or any agency or instrumentality thereof (other than Cash Equivalents);
- (2) securities that have an Investment Grade Rating, but excluding any debt securities or instruments constituting loans or advances among the Borrower and its Restricted Subsidiaries;
- (3) corresponding instruments in countries other than the United States customarily utilized for high quality investments and in each case with maturities not exceeding two years from the date of acquisition; and
- (4) investments in any fund that invests at least 95.0% of its assets in investments of the type described in clauses (1) and (2) above which fund may also hold immaterial amounts of cash pending investment or distribution.

“**Investors**” means, collectively:

- (1) all direct and indirect members of Amneal Holdings as of the Closing Date after giving effect to the Transactions;
- (2) B.U. Patel, Tushar Patel, Chirag Patel, Chintu Patel and/or their respective spouses, in their individual capacities and as direct or indirect owners, beneficiaries, officers, directors, trustees or managers of any Permitted Family Entities,
- (3) all immediate and extended family members of B.U. Patel, Tushar Patel, Chirag Patel, Chintu Patel and/or their respective spouses and the respective estates, heirs, family members, spouses, former spouses, executors, administrators, trustees, legatees or distributees of any of the foregoing, in each case, who have been cleared by the Administrative Agent under its standard and customary “Know Your Customer” policies, and

(4) any Permitted Family Entities who have been cleared by the Administrative Agent under its standard and customary “Know Your Customer” policies.

“**Issuing Bank**” means JPM, RBC and each other Lender designated as an Issuing Bank pursuant to Section 2.05(12), in each case, in its capacity as an issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Section 2.05(10); provided that RBC, in its capacity as an Issuing Bank hereunder, shall only be required to issue standby Letters of Credit. An Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term “Issuing Bank” will include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

“**Issuing Bank Fees**” has the meaning assigned to such term in Section 2.12(2)(b).

“**Joint Venture**” means (1) any Person which would constitute an “equity method investee” of the Borrower or any of the Restricted Subsidiaries and (2) any Person in whom the Borrower or any of the Restricted Subsidiaries beneficially owns any Equity Interest that is not a Restricted Subsidiary (other than an Unrestricted Subsidiary).

“**JPM**” has the meaning assigned to such term in the introductory paragraph hereof.

“**Junior Financing**” means any Indebtedness permitted to be incurred hereunder that is contractually subordinated in right of payment to the Obligations or secured by Liens that are contractually subordinated to the Liens securing the Obligations or any Permitted Refinancing Indebtedness in respect of any of the foregoing (excluding, for the avoidance of doubt, the Initial Term Loans and any Indebtedness secured on a *pari passu* basis with the Liens that secure the Initial Term Loans); *provided* that any Convertible Indebtedness will not constitute Junior Financing.

“**Junior Financing Documentation**” means the definitive documentation governing any Junior Financing.

“**Junior Lien Debt**” means any Indebtedness that is secured on a junior basis to the Liens that secure the Revolving Facility Claims (excluding, for the avoidance of doubt, the Initial Term Loans and any Indebtedness secured on a *pari passu* basis with the Liens that secure the Initial Term Loans).

“**Junior Lien Intercreditor Agreement**” means a “junior lien” intercreditor agreement substantially in the form attached hereto as Exhibit H (as the same may be modified in a manner satisfactory to the Administrative Agent, the applicable Debt Representative and the Borrower), or another lien subordination arrangement satisfactory to the Administrative Agent, the applicable Debt Representative and the Borrower. Upon the request of the Borrower, the Administrative Agent and Collateral Agent will execute and deliver a Junior Lien Intercreditor Agreement with one or more Debt Representatives (and acknowledged by the Loan Parties) for Indebtedness permitted hereunder that is permitted to be secured on a junior basis to the Revolving Facility.

“ **Latest Maturity Date** ” means, as of any date of determination, the latest Maturity Date of the Revolving Facility Commitments, any Extended Commitments or any Refinancing Term Loans in effect on such date.

“ **Laws** ” means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities and executive orders, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

“ **L/C Amount** ” has the meaning assigned to such term in the definition of Revolving L/C Exposure.

“ **L/C Disbursement** ” means a payment or disbursement made by an Issuing Bank pursuant to a Letter of Credit.

“ **L/C Participation Fee** ” has the meaning assigned such term in Section 2.12(2)(a).

“ **LCA Election** ” has the meaning assigned to such term in Section 1.09.

“ **LCA Test Date** ” has the meaning assigned to such term in Section 1.09.

“ **Lender** ” means each financial institution listed on Schedule 2.01 (other than any such Person that has ceased to be a party hereto pursuant to an Assignment and Acceptance in accordance with Section 10.04), as well as any Person that becomes a Lender hereunder pursuant to Section 10.04 and any Additional Lender.

“ **lending office** ” means, as to any Lender, the applicable branch, office or Affiliate of such Lender designated by such Lender to make Loans.

“ **Letter of Credit** ” has the meaning assigned to such term pursuant to Section 2.05.

“ **Letter of Credit Commitment** ” means, with respect to each Issuing Bank, the commitment of such Issuing Bank to issue Letters of Credit pursuant to Section 2.05.

“ **Letter of Credit Request** ” shall mean a request by the Borrower substantially in the form of Exhibit D-2 (or such other form as may be agreed between the Borrower and the Administrative Agent).

“ **Letter of Credit Sublimit** ” means the aggregate Letter of Credit Commitments of the Issuing Banks, in an amount not to exceed \$25.0 million.

“ **LIBO Rate** ” means, with respect to any Eurocurrency Revolving Facility Borrowing for any Interest Period, the LIBO Screen Rate at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period; *provided* that if the LIBO Screen Rate shall not be available at such time for such Interest Period (an “ **Impacted Interest Period** ”) then the LIBO Rate shall be the Interpolated Rate.

“**LIBO Screen Rate**” means, for any day and time, with respect to any Eurocurrency Revolving Facility Borrowing for any Interest Period, the London interbank offered rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate for Dollars for a period equal in length to such Interest Period as displayed on such day and time on pages LIBOR01 or LIBOR02 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion); *provided* that if the LIBO Screen Rate as so determined would be less than zero, such rate shall be deemed to zero for the purposes of this Agreement.

“**Lien**” means, with respect to any asset (1) any mortgage, deed of trust, lien, hypothecation, pledge, charge, security interest or similar encumbrance in or on such asset; or (2) 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 will an operating lease or an agreement to sell be deemed to constitute a Lien.

“**Limited Condition Transaction**” means any transaction permitted hereunder by the Borrower or one or more Restricted Subsidiaries the consummation of which is not conditioned on the availability of, or on obtaining, third party financing.

“**Line Cap**” means, at any time, the lesser of (1) the aggregate Revolving Facility Commitments at such time and (2) the Borrowing Base then in effect.

“**Liquidity Condition**” means and will exist during the period from (1) the date on which Excess Availability has been less than the greater of (a) \$25 million and (b) 10.0% of the Line Cap then in effect, in either case, for five (5) consecutive Business Days, to (2) the date on which Excess Availability has been equal to or greater than the greater of (a) \$25 million and (b) 10.0% of the Line Cap then in effect, in either case, for 30 consecutive calendar days.

“**LLC Agreement**” means that certain Third Amended and Restated Limited Liability Company Agreement of Amneal Pharmaceuticals LLC, dated as of the Closing Date, as such agreement may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance herewith and therewith.

“**Loan Accounts**” means the loan accounts established on the books of the Administrative Agent.

“**Loan Documents**” means this Agreement, the Security Documents, the Closing Date Intercreditor Agreement, any Junior Lien Intercreditor Agreement, any Note and, solely for the purposes of Sections 3.01, 3.02, and 8.01(3) hereof, the Fee Letters.

“**Loan Parties**” means the Borrower and the Guarantors.

“**Loans**” means the Revolving Loans and any other loans and advances of any kind made by the Administrative Agent or any Lender pursuant to this Agreement (including, for the avoidance of doubt, any Protective Advances and Overadvances).

“**Management Group**” means the group consisting of the directors, executive officers and other management personnel of the Borrower and the Restricted Subsidiaries on the Closing Date or any Parent Entity, or their respective estates, heirs, family members, spouses, former spouses, executors, administrators, trustees, legatees or distributees.

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

“**Material Adverse Effect**” means a material adverse effect on:

- (1) the business, financial condition or results of operations, in each case, of the Borrower and the Restricted Subsidiaries (taken as a whole);
- (2) the ability of the Loan Parties (taken as a whole) to perform their payment obligations under the Loan Documents; or
- (3) the rights and remedies of the Administrative Agent and the Lenders (taken as a whole) under the Loan Documents.

“**Material Indebtedness**” means Indebtedness (other than the Loans and any Indebtedness held exclusively by Subsidiaries) of the Borrower or any Restricted Subsidiary in an aggregate outstanding principal amount exceeding the Threshold Amount.

“**Material Restricted Subsidiary**” means any Material Subsidiary that is a Restricted Subsidiary.

“**Material Subsidiary**” means any Subsidiary other than an Immaterial Subsidiary.

“**Maturity Date**” means, as the context may require:

- (1) with respect to Revolving Facility Commitments existing on the Closing Date and Loans and Letters of Credit in respect thereof, May 4, 2023;
- (2) with respect to any Refinancing Term Loans, the final maturity date specified therefor in the applicable Refinancing Amendment; and
- (3) with respect to any Extended Commitments and Loans and Letters of Credit in respect thereof, the final maturity date specified therefor in the applicable Extension Amendment.

“**Maximum Rate**” has the meaning assigned to such term in Section 10.09.

“**Minority Investment**” means any Person other than a Subsidiary in which the Borrower or any Restricted Subsidiary owns any Equity Interests.

“**MLPFSI**” means Merrill Lynch, Pierce, Fenner & Smith Incorporated.

“**MNPI**” means any material Nonpublic Information regarding the Borrower, any of its Affiliates and their respective Subsidiaries that has not been disclosed to the Lenders generally (other than Lenders who elect not to receive such information). For purposes of this definition “material Nonpublic Information” means Nonpublic Information that would reasonably be expected to be material to a decision by any Lender to assign or acquire any Term Loans or to enter into any of the transactions contemplated thereby.

“**Moody’s**” means Moody’s Investors Service, Inc.

“**Multiemployer Plan**” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which the Borrower or any Restricted 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 five plan years made or accrued an obligation to make contributions.

“**Net Cash Proceeds**” means, with respect to the sale, incurrence or issuance of any Indebtedness by the Borrower or any Restricted Subsidiary, the excess, if any of:

- (a) the sum of the cash and Cash Equivalents received by the Borrower and its Restricted Subsidiaries in connection with such incurrence or issuance *over*
- (b) taxes paid or payable as a result thereof, fees (including investment banking fees, attorneys’ fees, accountants’ fees, underwriting fees and discounts), commissions, costs and other out-of-pocket expenses and other customary expenses, incurred by the Borrower and its Restricted Subsidiaries in connection with such sale, incurrence or issuance.

“**Net Income**” means, 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 Orderly Liquidation Value**” means, with respect to Eligible Inventory, the net appraised liquidation value thereof (expressed as a percentage of the Cost of such Inventory) as determined from time to time by an Acceptable Appraiser in accordance with Section 5.07.

“**New York Courts**” has the meaning assigned to such term in Section 10.15.

“**Non-Consenting Lender**” has the meaning assigned to such term in Section 2.19(3).

“**Non-Loan Party**” means any Subsidiary of the Borrower that is not a Loan Party.

“**Non-U.S. Subsidiary**” means any Subsidiary that not a U.S. Subsidiary.

“**Not Otherwise Applied**” means, with reference to the amount of any net cash proceeds or fair market value of other assets received from Permitted Equity Issuances or capital contributions that is proposed to be applied to a particular use or transaction, that such amount was not previously applied in determining the permissibility of a transaction under this Agreement (including, for the avoidance of doubt, any Cure Amounts and any Excluded Contributions) where such permissibility was (or may have been) contingent on the receipt or availability of such amount.

“**Note**” means a promissory note of the Borrower payable to any Lender or its registered assigns, in substantially the form of Exhibit I hereto or otherwise in form and substance reasonably acceptable to the Administrative Agent and the Borrower, evidencing the aggregate Indebtedness of the Borrower to such Lender resulting from the Loans made by such Lender.

“**NYFRB**” means the Federal Reserve Bank of New York.

“**NYFRB Rate**” means, for any day, the Federal Funds Effective Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); *provided* that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; *provided, further*, that if any of the aforesaid rates as so determined be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“**Obligations**” means all amounts owing to any Agent, any Issuing Bank or any Lender, any Qualified Counterparty pursuant to the terms of this Agreement, any other Loan Document or any Specified Hedge Agreement and all Cash Management Obligations owing to any Cash Management Bank, including all interest and expenses accrued or accruing (or that would, absent the commencement of an insolvency or liquidation proceeding, accrue) after the commencement by or against any Loan Party or other Restricted Subsidiary of any proceeding under Title 11 of the United States Code, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law naming such Loan Party as the debtor in such proceeding, in accordance with and at the rate specified in this Agreement, whether or not the claim for such interest or expense is allowed or allowable as a claim in such proceeding.

“**Organizational Documents**” means,

- (1) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction);
- (2) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); and
- (3) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

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

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

“ **Overadvance** ” has the meaning assigned to such term in Section 2.01(2).

“ **Paragraph IV Certification Notice** ” means the notice of certification required by 21 U.S.C. § 355(b)(3) or 21 U.S.C. § 355(j)(2)(B).

“ **Paragraph IV Proceeding** ” means an infringement Proceeding filed pursuant to 35 U.S.C. § 271(e)(2) with respect to a product controlled by the Borrower or any of the Subsidiaries.

“ **Parent Entity** ” means any direct or indirect parent of the Borrower.

“ **Participant** ” has the meaning assigned to such term in Section 10.04(4)(a).

“ **Participant Register** ” has the meaning assigned to such term in Section 10.04(4).

“ **Payment Conditions** ” means, and will be deemed to be satisfied with respect to any particular action as to which the satisfaction of the Payment Conditions is being determined if, after giving effect to the taking of such action, (1) no Designated Event of Default has occurred and is continuing immediately prior or after giving effect thereto, (2) Specified Excess Availability for each day in the 30-day period prior to such action and on the date of such proposed action would exceed the greater of (a) 12.5% of the Line Cap then in effect and (b) \$31.25 million, in any such case, on a Pro Forma Basis, and (3) the Fixed Charge Coverage Ratio as of the end of the most recent Test Period would be at least 1.0 to 1.0 on a Pro Forma Basis giving effect to the subject action; *provided* that compliance with the Fixed Charge Coverage Ratio will not be required if after giving effect to the taking of such action, Specified Excess Availability would exceed the greater of (i) 17.5% of the Line Cap then in effect and (ii) \$43.75 million, on a Pro Forma Basis.

“ **Payment in Full** ” means the payment in full of the Obligations (other than Obligations in respect of Specified Hedge Agreements, Cash Management Obligations and contingent indemnification and reimbursement obligations that are not yet due and payable and for which no claim has been asserted), the expiration, termination or cash collateralization (on terms reasonably satisfactory to the applicable Issuing Bank) of all Letters of Credit and the termination of all commitments hereunder and “ **Paid in Full** ” has a correlative meaning.

“**Payment Office**” means the office of the Administrative Agent located at 10 S. Dearborn St., L2 floor, Chicago, IL 60603 or such other office as the Administrative Agent may designate to the Borrower and the Lenders from time to time.

“**PBGC**” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA, or any successor thereto.

“**Perfection Certificate**” means the Perfection Certificate with respect to the Loan Parties in a form substantially similar to that delivered on the Closing Date.

“**Permit**” means any license, franchise, approval, authorization or clearances issued by a Governmental Authority and required for the conduct of its business of the Borrower or its Restricted Subsidiaries as currently conducted.

“**Permitted Acquisition**” means any acquisition of all or substantially all the assets of, or a majority of the Equity Interests in, or merger, consolidation or amalgamation with, a Person or any acquisition of assets constituting a business unit, line of business, division or facility of another Person or any Exclusive License (or any subsequent investment made in a Person, division or line of business previously acquired in a Permitted Acquisition), in each case if (1) no Event of Default is continuing (or in the case of a Limited Condition Transaction, no Specified Event of Default is continuing) immediately prior to making such Investment or would result therefrom; and (2) immediately after giving effect thereto, the Borrower is in compliance with Sections 5.10 and 6.09.

“**Permitted Additional Indebtedness**” means Indebtedness of the Borrower or any Restricted Subsidiary in the form of term loans or notes; *provided* that:

- (1) any Permitted Additional Indebtedness shall not mature, or have scheduled amortization, prior to the date that is 91 days after the Latest Maturity Date of the Loans at the time of incurrence thereof; *provided* that this clause (1) shall not apply to the incurrence of any such Indebtedness constituting a bridge facility to the incurrence of any other Indebtedness, so long as the Indebtedness into which such bridge facility is to be converted or exchanged satisfies the requirements of this clause (1) and such conversion or exchange is subject only to conditions customary for similar conversions or exchanges;
- (2) if such Permitted Additional Indebtedness is incurred by a Loan Party, it is not guaranteed by any Person other than a Loan Party;
- (3) if such Permitted Additional Indebtedness incurred by a Loan Party is secured it shall be Junior Lien Debt or secured on a *pari passu* basis with the Liens securing the Initial Term Loans and:
 - (i) such Indebtedness is not secured by any assets or property that does not constitute Collateral (subject to customary exceptions for cash collateral in favor of an agent, letter of credit issuer or similar “fronting” lender); and

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- (ii) the security agreements relating to such assets or property are substantially similar to or the same as the applicable Collateral Documents (as determined in good faith by a Responsible Officer of the Borrower);
- (4) if such Permitted Additional Indebtedness is secured, the holders of such Permitted Additional Indebtedness or a Debt Representative acting on behalf of the holders of such Permitted Additional Indebtedness has become party to or is otherwise subject to the provisions of an Intercreditor Agreement (as such Intercreditor Agreement may be amended in a manner reasonably acceptable to the Administrative Agent, such Debt Representative and the Borrower), which results in such holders or Debt Representative having rights to share in the Collateral on a junior lien basis; and
- (5) the terms and conditions of such Indebtedness (a) are substantially identical to, or, taken as a whole, no more favorable to the lenders or holders providing such Indebtedness than, those applicable to the Loans (except for covenants applicable only to periods after the Latest Maturity Date of the Loans at the time of incurrence) and (b) solely to the extent that any terms and conditions applicable to any such Indebtedness are not substantially the same as, or are materially more restrictive on the Borrower and the Restricted Subsidiaries than, those then applicable to the Loans, shall otherwise reflect customary market terms and conditions, including with respect to high yield debt securities to the extent applicable, at the time of such incurrence of such Indebtedness (*provided* that a certificate of a Responsible Officer delivered to the Administrative Agent in good faith at least four (4) Business Days (or such shorter period as may be agreed by the Administrative Agent) prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material covenants and events of default of such Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the requirement of this clause (5) shall be conclusive evidence that such Indebtedness satisfies this clause (5) unless the Administrative Agent notifies the Borrower within such four (4) Business Day (or shorter) period that it disagrees with such determination (including a description of the basis upon which it disagrees)); *provided* that this clause (5) will not apply to (v) terms addressed in the preceding clauses (1) through (4), (w) interest rate, rate floors, fees, funding discounts and other pricing terms, (x) redemption, prepayment or other premiums, or (y) optional prepayment or redemption terms; *provided further* that the Borrower will promptly deliver to the Administrative Agent final copies of the definitive credit documentation relating to such Indebtedness (unless the Borrower is bound by a confidentiality obligation with respect thereto, in which case the Borrower will deliver a reasonably detailed description of the material terms and conditions of such Indebtedness in lieu thereof).

“ ***Permitted Amendment*** ” means any Incremental Facility Amendment, Refinancing Amendment or Extension Amendment.

“ ***Permitted Bond Hedge Transaction*** ” means any call or capped call option (or substantively equivalent derivative transaction) on the Borrower’s common Capital Stock or the common Capital Stock of any direct or indirect parent of the Borrower (or other securities or property following a merger event or other change of the common Capital Stock of Borrower or

such parent) purchased by the Borrower or any direct or indirect parent thereof in connection with the issuance of any Convertible Indebtedness; *provided*, that the purchase price for such Permitted Bond Hedge Transaction, less the proceeds received by the Borrower from the sale of any related Permitted Warrant Transaction, does not exceed the net proceeds received by the Borrower from the sale of such Convertible Indebtedness issued in connection with the Permitted Bond Hedge Transaction. For the avoidance of doubt, those certain bond hedge transactions entered into on June 25, 2015 and June 26, 2015 with Royal Bank of Canada, as amended or modified, constitute Permitted Bond Hedge Transactions.

“ **Permitted Convertible Indebtedness Call Transaction** ” means any Permitted Bond Hedge Transaction and any Permitted Warrant Transaction.

“ **Permitted Cure Securities** ” means any Capital Stock of the Borrower other than Disqualified Stock.

“ **Permitted Debt** ” has the meaning assigned thereto in Section 6.01.

“ **Permitted Equity Issuances** ” means any sale or issuance of any Qualified Equity Interests of the Borrower or any direct or indirect parent of the Borrower.

“ **Permitted Family Entity** ” means any Person in which any combination of B.U. Patel, Tushar Patel, Chirag Patel, Chintu Patel, their respective spouses, any immediate or extended family member of the foregoing, the respective estates, heirs, family members, and/or the spouses, former spouses, executors, administrators, trustees, legatees or distributees of any of the foregoing (1) are the direct or indirect owners, beneficiaries (whether income, fixed or contingent), officers, directors, trustees or managers and, in each case, are entitled to all of the economic rights and interests in such Person, or (2) Control such Person.

“ **Permitted Holders** ” means each of:

- (1) the Investors;
- (2) any member of the Management Group (or any controlled Affiliate thereof);
- (3) any group (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act) of which Persons described in the foregoing clauses (1) or (2) are members; *provided* that, without giving effect to the existence of such group or any other group, the Persons described in clauses (1) and (2), collectively, Beneficially Own Equity Interests representing 50% or more of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of Amneal Inc. (determined on a fully diluted basis but without giving effect to contingent voting rights that have not yet vested) then held by such group; and
- (4) any Permitted Parent.

“ **Permitted Investment** ” has the meaning assigned to such term in Section 6.04.

“ **Permitted Investor** ” means:

- (1) each Investor;
- (2) each of their respective Affiliates and investment managers;
- (3) any fund or account managed by any of the Persons described in clause (1) or (2) of this definition;
- (4) any employee benefit plan of the Borrower or any of its Subsidiaries and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan; and
- (5) investment vehicles of members of management of the Borrower that invest in, acquire or trade commercial loans but excluding natural persons.

“ **Permitted Junior Secured Refinancing Debt** ” means any Credit Agreement Refinancing Indebtedness that is secured on a junior basis to the Loans.

“ **Permitted Liens** ” has the meaning assigned to such term in Section 6.02.

“ **Permitted Parent** ” means any Parent Entity for so long as it is Controlled by one or more Persons that are Permitted Holders pursuant to clause (1), (2) or (3) of the definition thereof.

“ **Permitted Refinancing Indebtedness** ” means any Indebtedness issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund (collectively, “ **Refinance** ”) the Indebtedness being Refinanced (the “ **Refinanced Debt** ”); *provided that*:

- (1) 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 Refinanced Debt (*plus* unpaid accrued interest and premium (including tender premiums) thereon and underwriting discounts, defeasance costs, fees, commissions and expenses) and any existing commitments unutilized thereunder being terminated in connection with such Refinancing;
- (2) other than with respect to a Refinancing of Indebtedness initially incurred pursuant to Section 6.01(3) (other than the Impax Convertible Notes) or Section 6.01(4), the final maturity date of such Permitted Refinancing Indebtedness is equal to or later than the final maturity date of the Refinanced Debt and the Weighted Average Life to Maturity of the Permitted Refinancing Indebtedness is greater than or equal to the Weighted Average Life to Maturity of the Refinanced Debt;
- (3) if the Refinanced Debt constitutes Junior Financing:
 - (a) such Permitted Refinancing Indebtedness is (i) unsecured or (ii) Junior Lien Debt that is permitted hereunder at the time of incurrence;

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- (b) to the extent such Refinanced Debt is subordinated in right of payment to any Obligations under this Agreement, such Permitted Refinancing Indebtedness is subordinated in right of payment to such Obligations on terms at least as favorable to the Lenders as those contained in the documentation governing the Refinanced Debt; and
- (c) such Permitted Refinancing Indebtedness has the same obligors as the Refinanced Debt (unless any such additional obligors are also Loan Parties);
- (4) (i) to the extent such Refinanced Debt is secured by Liens, such Permitted Refinancing Indebtedness is either unsecured or is not secured by any Liens that do not secure such Refinanced Debt, (ii) to the extent such Refinanced Debt is secured by Liens that are subordinated to the Liens securing the Obligations, such Permitted Refinancing Indebtedness is secured by Liens that are subordinated to the Liens securing the Obligations on terms at least as favorable to the Lenders as those contained in the documentation governing the Refinanced Debt and (iii) to the extent such Refinanced Debt is unsecured, such Permitted Refinancing Indebtedness is unsecured; *provided* that, with respect to a refinancing of the Term Loan Obligations, the Liens, if any, securing such Permitted Refinancing Indebtedness will be on terms not materially less favorable to the Lenders than those contained in the documentation governing the Term Loan Credit Agreement, as determined in good faith by a Responsible Officer of the Borrower;
- (5) the terms and conditions of such Permitted Refinancing Indebtedness (a) are substantially identical to, or, taken as a whole, not more favorable to the lenders or holders providing such Permitted Refinancing Indebtedness than, those applicable to such Refinanced Debt (except for covenants applicable only to periods after the Latest Maturity Date of the Loans at the time of incurrence) and (b) solely to the extent that any terms and conditions applicable to any such Permitted Refinancing Indebtedness are not substantially the same as, or are materially more restrictive on the Borrower and the Restricted Subsidiaries than, those then applicable to the Refinanced Debt, shall otherwise reflect customary market terms and conditions at the time of such incurrence, including with respect to high yield debt securities to the extent applicable (*provided* that a certificate of a Responsible Officer delivered to the Administrative Agent in good faith at least four (4) Business Days (or such shorter period as may be agreed by the Administrative Agent) prior to the incurrence of such Permitted Refinancing Indebtedness, together with a reasonably detailed description of the material covenants and events of default of such Permitted Refinancing Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the requirement of this clause (5) shall be conclusive evidence that such Permitted Refinancing Indebtedness satisfies this clause (5) unless the Administrative Agent notifies the Borrower within such four (4) Business Day (or shorter) period that it disagrees with such determination (including a description of the basis upon which it disagrees)); *provided, further* that this clause (5) will not apply to (w) terms addressed in the other clauses of this “Permitted Refinancing Indebtedness” definition, (x) interest rate, rate floors, fees, funding discounts and other pricing terms, (y) redemption, prepayment or other premiums or (z) optional prepayment or redemption terms; and

- (6) to the extent such Refinanced Debt is Permitted Junior Secured Refinancing Debt, such Permitted Refinancing Indebtedness is secured only by assets that constitute Collateral and pursuant to one or more security agreements permitted by and subject to any applicable Intercreditor Agreements (as such Intercreditor Agreements may be amended in a manner reasonably acceptable to the Administrative Agent, the applicable Debt Representatives and the Borrower); and
- (7) to the extent such Refinanced Debt is (a) Ratio Debt, such Permitted Refinancing Indebtedness shall be required to satisfy the requirements of clauses (2)–(4) of the definition of “Permitted Additional Indebtedness” as if such Permitted Refinancing Indebtedness were also Permitted Additional Indebtedness or (b) Refinancing Term Loans, such Permitted Refinancing Indebtedness shall be subject to the FILO Intercreditor Provisions.

Indebtedness constituting Permitted Refinancing Indebtedness will not cease to constitute Permitted Refinancing Indebtedness solely as a result of the subsequent extension of the Latest Maturity Date after the date of original incurrence thereof.

“**Permitted Warrant Transaction**” means any call option, warrant or right to purchase (or substantively equivalent derivative transaction) on the Borrower’s common Capital Stock or the common Capital Stock of any direct or indirect parent of the Borrower (or other securities or property following a merger event or other change of the common Capital Stock of Borrower or such parent) and/or cash (in an amount determined by reference to the price of such common Capital Stock) sold by the Borrower or any direct or indirect parent thereof substantially concurrently with any purchase by the Borrower of a related Permitted Bond Hedge Transaction. For the avoidance of doubt, those certain warrant transactions entered into on June 25, 2015 and June 26, 2015 with Royal Bank of Canada, as amended or modified, constitute Permitted Warrant Transactions.

“**Person**” means any natural person, corporation, business trust, joint venture, association, company, partnership, limited liability company, government, individual or family trust, Governmental Authority or other entity of whatever nature.

“**PIPE Investment**” means the redemption by certain existing equityholders of the Borrower of a portion of their equity interests in the Borrower in exchange for shares of common stock in Amneal Inc., and the sale of such shares in a private transaction to certain institutional investors including TPG Improv Holdings, L.P. and funds affiliated with Fidelity Management & Research Company pursuant to the Share Purchase Agreement, dated as of October 17, 2017, between Amneal Holdings and the purchasers party thereto.

“**PIPE Registration Statement**” means the registration statement of Amneal, Inc. (f/k/a Atlas Holdings, Inc.) on Form S-1 filed with the SEC on March 7, 2018.

“**Plan**” means any “employee pension benefit plan” as defined in Section 3(2) of ERISA (other than a Multiemployer Plan) that is (1) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA; and (2) either (a) sponsored or maintained (at the time of determination or at any time within the five years prior thereto) by the Borrower or any of its Subsidiaries or any ERISA Affiliate or (b) in respect of which the Borrower or any of its Subsidiaries or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“ **Platform** ” has the meaning assigned to such term in Section 10.17(1).

“ **Pledged Collateral** ” means “ **Pledged Collateral** ” as defined in the Collateral Agreement.

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

“ **Pro Forma Basis** ”, “ **Pro Forma** ” and “ **Pro Forma Effect** ” mean, with respect to compliance with any test or covenant or calculation hereunder, the determination or calculation of such test, covenant or ratio (including in connection with Specified Transactions) in accordance with Section 1.08.

“ **Products in Development** ” means drug products that, as of the Closing Date, (a) are in development or (b) the Borrower or any of the Subsidiaries does not yet sell, offer for sale, import, promote, market, distribute or otherwise commercialize.

“ **Projections** ” means all projections (including financial estimates, financial models, forecasts, other financial projections and other forward-looking information) furnished to the Lenders or the Administrative Agent by or on behalf of the Borrower, Impax or any of their respective Subsidiaries on or prior to the Closing Date.

“ **Protective Advances** ” has the meaning assigned to such term in Section 2.01(3).

“ **Public Company Costs** ” means costs relating to compliance with the Sarbanes-Oxley Act of 2002, as amended (or similar Laws in any other applicable jurisdiction), and other expenses arising out of or incidental to the Borrower’s (or any Parent Entity’s) status as a public reporting company, including costs, fees and expenses (including legal, accounting and other professional fees) relating to compliance with provisions of the Securities Act and the Exchange Act (or similar Laws in any other applicable jurisdiction), the rules of national securities exchange companies with listed equity securities, directors’ compensation, fees and expense reimbursement, shareholder meetings and reports to shareholders, directors’ and officers’ insurance and other executive costs, legal and other professional fees, and listing fees relating to the foregoing.

“ **Public Lender** ” has the meaning assigned to such term in Section 10.17(2).

“**Qualified Counterparty**” means any counterparty to any Specified Hedge Agreement that, at the time such Specified Hedge Agreement was entered into or, if later, on the Closing Date, was an Agent, an Arranger, a Lender or an Affiliate of the foregoing, whether or not such Person subsequently ceases to be an Agent, an Arranger, a Lender or an Affiliate of the foregoing.

“**Qualified Equity Interests**” means any Equity Interests other than Disqualified Stock.

“**Qualified Receivables Factoring**” means any Factoring Transaction that meets the following conditions:

- (1) such Factoring Transaction is non-recourse to, and does not obligate, the Borrower or any Restricted Subsidiary, or their respective properties or assets (other than Securitization Assets) in any way other than pursuant to Standard Securitization Undertakings;
- (2) the Board of Directors of the Borrower has determined in good faith that such Qualified Receivables Factoring (including financing terms, covenants, termination events and other provisions) is, in the aggregate, economically fair and reasonable to the Borrower and the Restricted Subsidiaries;
- (3) all sales, conveyances, assignments and/or contributions of Securitization Assets by the Borrower or any Restricted Subsidiary are made at fair market value (as determined in good faith by the Borrower), and
- (4) such Factoring Transaction (including financing terms, covenants, termination events (if any) and other provisions thereof) are market terms at the time such Factoring Transaction is first entered into (as determined in good faith by the Borrower) and may include Standard Securitization Undertakings.

The grant of a security interest (other than a precautionary grant) in any Securitization Assets of the Borrower or any of its Restricted Subsidiaries to secure any Indebtedness shall not be deemed a Qualified Receivables Factoring.

“**Qualified Receivables Financing**” means any Receivables Financing that meets the following conditions:

- (1) the Board of Directors of the Borrower has determined in good faith that such Qualified Receivables Financing (including financing terms, covenants, termination events and other provisions) is, in the aggregate, economically fair and reasonable to the Borrower and the Restricted Subsidiaries;
- (2) all sales, conveyances, assignments or contributions of Securitization Assets by the Borrower or any Restricted Subsidiary to the Receivables Subsidiary are made at fair market value; and
- (3) the financing terms, covenants, termination events and other provisions thereof are market terms at the time such Receivables Financing is first entered into (as determined in good faith by a Responsible Officer of the Borrower) and may include Standard Securitization Undertakings.

The grant of a security interest (other than a precautionary grant) in any Securitization Assets of the Borrower or any Restricted Subsidiary (other than a Receivables Subsidiary) to secure any Indebtedness will not be deemed a Qualified Receivables Financing.

“**Qualified Receivables Transaction**” means a Qualified Receivables Factoring or a Qualified Receivables Financing.

“**Quarterly Financial Statements**” has the meaning assigned to such term in Section 5.04(2).

“**Ratio Amount**” means an aggregate principal amount that, after giving Pro Forma effect to the incurrence thereof, in accordance with Section 1.08, would not result in:

- (1) with respect to Ratio Debt to be secured on a *pari passu* basis with the Initial Term Loans, the First Lien Net Leverage Ratio for the applicable Test Period being greater than (a) the Closing Date First Lien Net Leverage Ratio or (b) the First Lien Net Leverage Ratio immediately prior to such incurrence;
- (2) with respect to any Ratio Debt to be secured on a junior basis to the Initial Term Loans, the Total Net Leverage Ratio for the applicable Test Period being greater than (a) the Closing Date Total Net Leverage Ratio or (b) the Total Net Leverage Ratio immediately prior to such incurrence; and
- (3) with respect to any Ratio Debt that is unsecured (or not secured by Collateral), the Total Net Leverage Ratio for the applicable Test Period being greater than 6.00 to 1.00.

“**Ratio Debt**” has the meaning assigned to such term in Section 6.01.

“**Ratio Debt Cap**” means, as of the date of measurement, the sum of (1) \$100 million (less the aggregate principal amount of all Indebtedness incurred prior to such date in reliance on this clause (1)) and (2) the Ratio Amount.

“**RBC**” means Royal Bank of Canada.

“**Real Property**” means, 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 any Loan Party, together with, in each case, all easements, hereditaments and appurtenances relating thereto, and all improvements and appurtenant fixtures incidental to the ownership or lease thereof.

“**Reasonable Credit Judgment**” means reasonable credit judgment (from the perspective of an asset-based lender) exercised in good faith in accordance with customary business practices for comparable asset-based lending transactions based upon its consideration of any factor that it reasonably believes:

- (1) could materially adversely affect the quantity, quality, mix or value of Collateral (including any applicable Laws that may inhibit collection of a receivable), the enforceability or priority of the Administrative Agent's or Collateral Agent's liens thereon, or the amount that the Administrative Agent, the Collateral Agent, the Lenders or the Issuing Banks could receive in liquidation of any Collateral;
- (2) in the case of any collateral report or financial information delivered by any Loan Party, such collateral report or financial information is incomplete, inaccurate or misleading in any material respect; or
- (3) creates an Event of Default.

In exercising such judgment, the Administrative Agent may consider any factors that could materially increase the credit risk of lending to the Borrower on the security of the Collateral. Any Reserve established or modified by the Administrative Agent shall have a reasonable relationship to circumstances, conditions, events or contingencies which are the basis for such Reserve, as reasonably determined, without duplication, by the Administrative Agent in good faith; *provided* that circumstances, conditions, events or contingencies existing or arising prior to the Initial Borrowing Base Date and, in each case, disclosed in writing in any field examination or appraisal delivered to the ABL Administrative Agent in connection herewith or otherwise known to the Administrative Agent, in either case, prior to the Initial Borrowing Base Date, shall not be the basis for any establishment of any Reserves after the Initial Borrowing Base Date, unless such circumstances, conditions, events or contingencies shall have changed in a material respect since the Initial Borrowing Base Date.

“**Receivables Financing**” means any transaction or series of transactions that may be entered into by the Borrower or any Restricted Subsidiary pursuant to which the Borrower or any Restricted Subsidiaries may sell, assign, contribute, convey or otherwise transfer Securitization Assets to (1) a Receivables Subsidiary (in the case of a transfer by the Borrower or any Restricted Subsidiary that is not a Receivables Subsidiary) or (2) any other Person (in the case of a transfer by a Receivables Subsidiary) and, in either case, may grant a security interest in, any Securitization Assets of the Borrower or any of its Subsidiaries.

“**Receivables Repurchase Obligation**” means any obligation of a seller of Securitization Assets in a Qualified Receivables Transaction to repurchase Securitization Assets arising as a result of a breach of a representation, warranty or covenant or otherwise, including as a result of a Securitization Asset or portion thereof becoming subject to any asserted defense, dispute, off-set or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller.

“**Receivables Subsidiary**” means a Wholly Owned Subsidiary of the Borrower (or another Person formed solely for the purposes of engaging in a Qualified Receivables Financing with the Borrower or any Restricted Subsidiary and to which the Borrower or any Restricted Subsidiary transfers Securitization Assets) which engages in no activities other than in connection with the financing of Securitization Assets of the Borrower or its Subsidiaries, and any business or activities incidental or related to such business, and which is designated by the Board of Directors of the Borrower (as provided below) as a Receivables Subsidiary and:

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- (1) no portion of the Indebtedness or any other obligations (contingent or otherwise):
 - (a) is guaranteed by the Borrower or any Restricted Subsidiary (excluding guarantees of obligations (other than the principal of, and interest on, Indebtedness) pursuant to Standard Securitization Undertakings);
 - (b) is recourse to or obligates the Borrower or any Restricted Subsidiary in any way other than pursuant to Standard Securitization Undertakings; or
 - (c) subjects any property or asset of the Borrower or any Restricted Subsidiary, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings;
 - (2) with which neither the Borrower nor any Restricted Subsidiary has any material contract, agreement, arrangement or understanding other than on terms which the Borrower reasonably believes to be no less favorable to the Borrower or such Restricted Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the Borrower, other than with respect to Standard Securitization Undertakings; and
 - (3) to which neither the Borrower nor any other Restricted Subsidiary has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results.

Any such designation by the Board of Directors of the Borrower will be evidenced to the Administrative Agent by filing with the Administrative Agent a certified copy of the resolution of the Board of Directors of the Borrower giving effect to such designation and a certificate of a Responsible Officer of the Borrower certifying that such designation complied with the foregoing conditions.

“**Recipient**” means the Administrative Agent and any Lender, as applicable.

“**Refinance**” has the meaning assigned to such term in the definition of “*Permitted Refinancing Indebtedness*,” and the terms “**Refinanced**” and “**Refinancing**” will have correlative meanings.

“**Refinanced Debt**” has the meaning assigned to such term in the definition of “*Permitted Refinancing Indebtedness*”.

“**Refinancing Amendment**” means an amendment, in accordance with the terms of Section 2.22, to this Agreement and, as necessary, each other Loan Document (which may, at the option of the Administrative Agent and the Borrower, be in the form of an amendment and restatement of this Agreement or such other Loan Document, as applicable) executed by each of (1) the Borrower; (2) the Administrative Agent; and (3) with respect to an amendment (or an amendment and restatement) of this Agreement, each Lender that agrees to provide any portion of the Refinancing Term Loans in accordance with Section 2.22.

“**Refinancing Term Lender**” means each Lender that holds an Refinancing Term Loan.

“ **Refinancing Term Loan Commitment** ” means, with respect to each Refinancing Term Lender, the commitment of such Refinancing Term Lender to make Refinancing Term Loans as set forth in the applicable Refinancing Amendment.

“ **Refinancing Term Loans** ” has the meaning assigned to such term in Section 2.22(1).

“ **Register** ” has the meaning assigned to such term in Section 10.04(2)(d).

“ **Registered Equivalent Notes** ” means, with respect to any notes originally issued in a Rule 144A or other private placement transaction under the Securities Act, substantially identical notes (having the same Guarantees and collateral provisions) issued by the same issuer in a dollar-for-dollar exchange therefor pursuant to an exchange offer registered with the SEC.

“ **Regulation U** ” means Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“ **Regulation X** ” means Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“ **Reinvestment Deferred Amount** ” has the meaning assigned to such term in the Term Loan Credit Agreement.

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

“ **Release** ” means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, emanating or migrating in, into, upon, onto or through the Environment.

“ **Report** ” means reports prepared by the Administrative Agent, the Collateral Agent or another Person showing the results of appraisals, field examinations or audits pertaining to the Loan Parties’ assets from information furnished by or on behalf of the Loan Parties, after the Administrative Agent or Collateral Agent has exercised its rights of inspection pursuant to this Agreement, which Report may be distributed to the Lenders by the Administrative Agent, subject to the provisions of Section 10.16.

“ **Reportable Event** ” means 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).

“ **Required Financial Statements** ” has the meaning assigned to such term in Section 5.04(2).

“ **Required Lenders** ” means, at any time (1) prior to the Discharge of ABL Claims, the Required Revolving Lenders and (2) after the Discharge of ABL Claims, the Required Term Lenders.

“ **Required Revolving Lenders** ” means, at any time, Lenders having (1) Revolving Facility Credit Exposure and (2) Available Unused Commitments that, taken together, represent more than 50.0% of the sum of (a) all Revolving Facility Credit Exposure and (b) the total Available Unused Commitments at such time. The Revolving Facility Credit Exposure and Available Unused Commitments of any Defaulting Lender will be disregarded in determining the Required Revolving Lenders; *provided* that subject to the Borrower’s right to replace Defaulting Lenders as set forth herein:

- (a) the Commitment of any Defaulting Lender may not be increased or extended, or the maturity of any of its Loans may not be extended, the rate of interest on any of its Loans may not be reduced and the principal amount of any of its Loans may not be forgiven, in each case without the consent of such Defaulting Lender (it being understood that waivers or other modifications of any conditions precedent, covenants, mandatory prepayments, mandatory Commitment reductions, Defaults or Events of Default shall not constitute an increase or extension of any Commitment, a reduction of the rate of interest on any Loan or a forgiveness of the principal amount of any Loan); and
- (b) any amendment, waiver or consent requiring the consent of all the Lenders or each affected Lender pursuant to clauses (i) through (vii) of Section 10.08(2) that by its terms affects any Defaulting Lender more adversely than the other affected Lenders shall require the consent of such Defaulting Lender.

“ **Required Term Lenders** ” means, at any time, Refinancing Term Lenders having Refinancing Term Loans outstanding that, taken together, represent more than 50.0% of the sum of all Refinancing Term Loans outstanding at such time. The Refinancing Term Loans of any Defaulting Lender will be disregarded in determining the Required Term Lenders; *provided* that, subject to the Borrower’s right to replace Defaulting Lenders as set forth herein:

- (a) the Commitment of any Defaulting Lender may not be increased or extended, or the maturity of any of its Loans may not be extended, the rate of interest on any of its Loans may not be reduced and the principal amount of any of its Loans may not be forgiven, in each case without the consent of such Defaulting Lender (it being understood that waivers or other modifications of any conditions precedent, covenants, mandatory prepayments, mandatory Commitment reductions, Defaults or Events of Default shall not constitute an increase or extension of any Commitment, a reduction of the rate of interest on any Loan or a forgiveness of the principal amount of any Loan); and
- (b) any amendment, waiver or consent requiring the consent of all the Lenders or each affected Lender pursuant to clauses (i) through (vii) of Section 10.08(2) that by its terms affects any Defaulting Lender more adversely than the other affected Lenders shall require the consent of such Defaulting Lender.

“ **Reserves** ” means, without duplication of any other reserves or items that are otherwise addressed or excluded through eligibility criteria, such reserves (including banking services reserves, landlord lien reserves, customer credit liabilities reserves, customer deposits reserves, reserves for Obligations under Specified Hedge Agreements and reserves against Eligible Accounts, Eligible Inventory and Eligible Cash) that the Administrative Agent from time to time determines in its Reasonable Credit Judgment as being appropriate to reflect:

- (1) the impediments to the Administrative Agent’s ability to realize upon the Collateral included in the Borrowing Base in accordance with the Loan Documents;
- (2) claims and liabilities that will need to be satisfied, or will dilute the amounts received by holders of Loans, in connection with the realization upon such Collateral; or
- (3) criteria, events, conditions, contingencies or risks that adversely affect any component of the Borrowing Base, the Collateral included therein or the validity or enforceability of the Loan Documents or any material remedies of the Administrative Agent, the Collateral Agent, each Issuing Bank and each Lender under the Loan Documents with respect to such Collateral.

The establishment or increase of any Reserve will be limited to the exercise by the Administrative Agent of Reasonable Credit Judgment, upon at least five (5) Business Days’ prior written notice to the Borrower (which notice will include a reasonably detailed description of the Reserve being established); *provided* that upon such notice, the Borrower will not be permitted to borrow so as to exceed the Borrowing Base after giving effect to such new or modified Reserves. During such five (5) Business Day period, the Administrative Agent will, if requested, discuss any such new or modified Reserve with the Borrower, and the Borrower may take such action as may be required so that the event, condition or matter that is the basis for such new or modified Reserve no longer exists or exists in a manner that would result in the establishment of a lower Reserve, in each case, in a manner and to the extent reasonably satisfactory to the Administrative Agent. Notwithstanding anything to the contrary herein:

- (a) the amount of any such Reserve will have a reasonable relationship to the event, condition or other matter that is the basis for such Reserve,
- (b) no Reserves will be duplicative of other reserves or items that are otherwise addressed, excluded or already accounted for through eligibility criteria (including collection/advance rates) and
- (c) no reserves shall be imposed on the first five percent (5%) of dilution of Eligible Accounts and thereafter no dilution reserve shall exceed one percent (1%) for each incremental whole percentage in dilution over five percent (5%), *provided* that dilution reserves may reflect fractional percentages in dilution.

“ **Responsible Officer** ” means, with respect to any Loan Party, the chief executive officer, president, vice president, secretary, assistant secretary or any Financial Officer of such Loan Party or other similar officer or Person performing similar functions of a Loan Party and, as to any document delivered on the Closing Date, any secretary or assistant secretary of a Loan Party, designated in writing by or on behalf of the Borrower to the Administrative Agent from

time to time. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party will be conclusively presumed to have been authorized by all necessary corporate, partnership or other action on the part of such Loan Party and such Responsible Officer will be conclusively presumed to have acted on behalf of such Loan Party. Unless otherwise specified, all references herein to a "Responsible Officer" shall refer to a Responsible Officer of the Borrower.

"Restricted Payment" means any (1) dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of the Borrower or any of its Restricted Subsidiaries (other than dividends or other distributions on Equity Interests payable solely by the issuance of additional Equity Interests (other than Disqualified Stock) of the Person paying such dividends or distributions) and (2) payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of (a) the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any Equity Interest of the Borrower or any of the Restricted Subsidiaries or (b) any return of capital to the Borrower's equityholders, partners or members (or the equivalent Persons thereof); *provided* that (i) cancellation of Indebtedness owing to the Borrower or any Restricted Subsidiary from any future, current or former officers, directors, managers, employees, consultants and independent contractors of the Borrower, any Restricted Subsidiary or any direct or indirect parent thereof, or their respective estates, heirs, family members, spouses, former spouses, successors, executors, administrators, trustees, legatees or distributees in connection with a repurchase of Equity Interests of the Borrower or such parent entity and (ii) any payment(s) of principal (not in excess of the stated principal amount thereof), interest, fees, reimbursement obligations, charges, costs, expenses, indemnities and other amounts in respect of Convertible Indebtedness, in each case will not constitute a Restricted Payment; *provided further* that notwithstanding anything herein to the contrary, any payment in cash included in the settlement amount due upon conversion in excess of the stated principal amount of any Convertible Indebtedness shall constitute a Restricted Payment for all purposes hereunder.

"Restricted Subsidiary" means any Subsidiary of a Person other than an Unrestricted Subsidiary of such Person. Unless otherwise indicated in this Agreement, all references to Restricted Subsidiaries will mean Restricted Subsidiaries of the Borrower.

"Revolving Facility" means the Revolving Facility Commitments (including any Incremental Commitments) and the extensions of credit made hereunder by the Revolving Lenders.

"Revolving Facility Borrowing" means a Borrowing comprised of Revolving Loans.

"Revolving Facility Claims" has the meaning assigned to the term "ABL Claims" in the Closing Date Intercreditor Agreement, but assuming, solely for purposes of this definition, that the principal amount of any Refinancing Term Loans and any interest, fees, attorneys' fees, costs, expenses, indemnities and other Obligations relating thereto do not constitute "ABL Claims".

“ **Revolving Facility Commitment** ” means, with respect to a Lender, the commitment of such Lender to make Revolving Loans pursuant to Section 2.01, expressed as an amount representing the maximum aggregate permitted amount of such Lender’s Revolving Facility Credit Exposure hereunder, as such commitment may be (1) reduced from time to time pursuant to Section 2.08, (2) reduced or increased from time to time pursuant to assignments by or to such Lender under Section 10.04 or (3) increased from time to time under Section 2.21. The initial amount of each Lender’s Revolving Facility Commitment is set forth on Schedule 2.01 or in the Assignment and Acceptance pursuant to which such Lender has assumed its Revolving Facility Commitment, as applicable. The initial aggregate amount of the Lenders’ Revolving Facility Commitments is \$500.0 million.

“ **Revolving Facility Credit Exposure** ” means, at any time, the sum of:

- (1) the aggregate principal amount of the Revolving Loans outstanding at such time; and
- (2) the Revolving L/C Exposure at such time.

The Revolving Facility Credit Exposure of any Revolving Lender at any time will be, subject to adjustment as expressly provided in Section 2.24, the product of (a) such Revolving Lender’s Revolving Facility Percentage and (b) the aggregate Revolving Facility Credit Exposure of all Revolving Lenders, collectively, at such time.

“ **Revolving Facility Percentage** ” means, with respect to any Revolving Lender, the percentage of the total Revolving Facility Commitments represented by such Lender’s Revolving Facility Commitment. If the Revolving Facility Commitments have terminated or expired, the Revolving Facility Percentages will be determined based upon the Revolving Facility Commitments most recently in effect, giving effect to any assignments pursuant to Section 10.04.

“ **Revolving L/C Exposure** ” means at any time the sum of (1) the aggregate undrawn face amount of all Letters of Credit outstanding at such time (the “ **L/C Amount** ”) and (2) the aggregate principal amount of all L/C Disbursements that have not yet been reimbursed or which have not been paid through a Revolving Loan at such time. The Revolving L/C Exposure of any Revolving Lender at any time will mean its Revolving Facility Percentage of the aggregate Revolving L/C Exposure at such time. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the International Standard Practices, International Chamber of Commerce No. 590, such Letter of Credit will be deemed to be “outstanding” in the amount so remaining available to be drawn. Unless otherwise specified herein, the amount of a Letter of Credit at any time will be deemed to be the stated amount of such Letter of Credit in effect at such time; *provided* that, with respect to any Letter of Credit that by its terms or the terms of any document related thereto provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit will be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time; *provided further* that, with respect to any Letter of Credit that by its terms or the terms of any document related thereto provides for one or more automatic decreases in the stated amount thereof, the amount of such Letter of Credit will be deemed to be the maximum stated amount of such Letter of Credit as in effect at such time.

“**Revolving Lender**” means each Lender with a Revolving Facility Commitment or outstanding Revolving Facility Credit Exposure.

“**Revolving Loans**” has the meaning assigned to such term in Section 2.01(1) and will include any Overadvances and Protective Advances.

“**RP Payment Conditions**” means, and will be deemed to be satisfied with respect to any particular action as to which the satisfaction of the RP Payment Conditions is being determined if, after giving effect to the taking of such action, (1) no Designated Event of Default has occurred and is continuing immediately prior or after giving effect thereto, (2) Specified Excess Availability for each day in the 30-day period prior to such action and on the date of such proposed action would exceed the greater of (a) 15% of the Line Cap then in effect and (b) \$37.5 million, in any such case, on a Pro Forma Basis, and (3) the Fixed Charge Coverage Ratio as of the end of the most recent Test Period would be at least 1.0 to 1.0 on a Pro Forma Basis giving effect to the subject action; *provided* that compliance with the Fixed Charge Coverage Ratio will not be required if after giving effect to the taking of such action, Specified Excess Availability would exceed the greater of (i) 20% of the Line Cap then in effect and (ii) \$50 million, on a Pro Forma Basis.

“**S&P**” means Standard & Poor’s Ratings Services or any successor entity thereto.

“**Sale Leaseback Transaction**” means a sale leaseback transaction with respect to all or any portion of any real property owned by the Borrower or any Restricted Subsidiary.

“**Sanctioned Country**” shall mean, at any time, a country, region or territory that is subject to comprehensive Sanctions (at the time of the Agreement, the Crimea region 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 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 European Union, any EU member state, Her Majesty’s Treasury of the United Kingdom, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person.

“**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, or (b) the United Nations Security Council, the European Union, any European Union member state or Her Majesty’s Treasury of the United Kingdom.

“**SEC**” means the Securities and Exchange Commission or any successor thereto.

“**Secured Parties**” means the collective reference to the “Secured Parties” as defined in the Collateral Agreement.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**Securitization Assets**” means accounts receivable, royalty or other revenue streams, other rights to payment, including with respect to rights of payment pursuant to the terms of Joint Ventures (in each case, whether now existing or arising in the future), and any assets related thereto, including all collateral securing any of the foregoing, all contracts and all guarantees or other obligations in respect of any of the foregoing, proceeds of any of the foregoing and other assets which are customarily transferred or in respect of which security interests are customarily granted in connection with non-recourse, asset securitization or factoring transactions and any Hedge Agreements entered into by the Borrower or any such Restricted Subsidiary in connection with such assets subject to a Qualified Receivables Transaction.

“**Security Documents**” means the Collateral Agreement and each of the security agreements and other instruments and documents executed and delivered by any Loan Party pursuant thereto or pursuant to Section 5.10.

“**Short Term Advances**” has the meaning assigned to such term in the definition of “Indebtedness”.

“**Similar Business**” means any business, the majority of whose revenues are derived from (1) business or activities conducted by the Borrower and its Restricted Subsidiaries on the Closing Date, (2) 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 (3) any business that in the Borrower’s good faith business judgment constitutes a reasonable diversification of businesses conducted by the Borrower and its Restricted Subsidiaries.

“**Specified Acquisition Agreement Representations**” means such of the representations and warranties made by or with respect to Impax and its Subsidiaries in the Acquisition Agreement as are material to the interests of the Lenders, but only to the extent that the Borrower (or its Affiliates) have the right (taking into account any applicable cure provisions) to terminate its (or their) obligations under the Acquisition Agreement as a result of a breach of such representations in the Acquisition Agreement or the failure of an Acquisition Agreement Representation to be true and correct results in a failure of a condition precedent to the Borrower’s (or its affiliates’) obligations to consummate the Acquisition in the Acquisition Agreement.

“**Specified Event of Default**” means any Event of Default under Section 8.01(2), 8.01(3), 8.01(8) or 8.01(9).

“**Specified Excess Availability**” shall mean the sum of (i) Excess Availability and (ii) the amount by which the Borrowing Base at such time exceeds the Revolving Facility Commitments, up to an amount not to exceed 2.5% of Revolving Facility Commitments.

“**Specified Hedge Agreement**” means any Hedge Agreement entered into or assumed between or among the Borrower or any Restricted Subsidiary and any Qualified Counterparty and designated by the Qualified Counterparty and the Borrower in writing to the Administrative Agent as a “Specified Hedge Agreement” under this Agreement (but only if such Hedge Agreement has not been designated as a “Specified Hedge Agreement” under the Term Loan Credit Agreement).

“*Specified Hedge Obligations*” means all amounts owing to any Qualified Counterparty under any Specified Hedge Agreement.

“*Specified IP Subsidiary*” means a wholly-owned Restricted Subsidiary of the Borrower that:

- (1) owns no assets other than Transferred IP and cash or Cash Equivalents necessary to support the business set forth in clause (2) of this definition;
- (2) conducts no business other than the licensing, development, promotion, marketing, and supply of the Transferred IP; and
- (3) is prohibited from incurring any Indebtedness and/or Liens under its Organizational Documents.

“*Specified Representations*” means the representations and warranties of the Borrower set forth in the following sections of this Agreement:

- (1) Section 3.01(1) and (4) (but solely with respect to its organizational existence and organizational power and authority as to the execution, delivery and performance of this Agreement, the Collateral Agreement and any applicable Intellectual Property Security Agreements (as defined in the Collateral Agreement) and the extensions of credit hereunder);
- (2) Section 3.02(1) (but solely with respect to its authorization of this Agreement, the Collateral Agreement and any applicable Intellectual Property Security Agreements (as defined in the Collateral Agreement));
- (3) Section 3.02(2)(c) (but solely with respect to non-conflict of its entry into and performance of this Agreement and the other Loan Documents with its certificate or article of incorporation or other applicable Organizational Document);
- (4) Section 3.03 (but solely with respect to this Agreement, the Collateral Agreement and any applicable Intellectual Property Security Agreements (as defined in the Collateral Agreement));
- (5) Section 3.08(2) (but solely with respect to use of proceeds on the Closing Date);
- (6) Section 3.09;
- (7) Section 3.14(1) (but solely with respect to the creation, validity, attachment and perfection of the Liens granted by it in the Collateral on the Closing Date (subject to Permitted Liens and subject to the Certain Funds Provisions));

(8) Section 3.16; and

(9) Section 3.19.

“**Specified Tender Offer**” means the offer to be commenced by Impax on or following the Closing Date to holders to repurchase for cash all of the outstanding Impax Convertible Notes, or any portion thereof, pursuant to Section 4.10 of the Impax Indenture.

“**Specified Transaction**” means any Investment that results in a Person becoming a Restricted Subsidiary, any designation of a Subsidiary as a Restricted Subsidiary or an Unrestricted Subsidiary, any Permitted Acquisition, any Disposition that results in a Restricted Subsidiary ceasing to be a Subsidiary of the Borrower, any Investment constituting an acquisition of assets constituting a business unit, line of business or division of another Person or a facility or any parcels of or interests (including leasehold interests) in real property and all improvements and fixtures thereon or any Disposition of a business unit, line of business or division of a facility or any parcels of or interests (including leasehold interests) in real property and all improvements and fixtures thereon (including any buyout or conversion of an operating lease to a capital lease) of the Borrower or a Restricted Subsidiary, in each case whether by merger, consolidation, amalgamation or otherwise, or any incurrence or repayment of Indebtedness (other than Indebtedness incurred or repaid under any revolving credit facility in the ordinary course of business for working capital purposes), Restricted Payment or Incremental Facility that by the terms of this Agreement requires such test to be calculated on a “Pro Forma Basis” or after giving “Pro Forma Effect.”

“**Standard Securitization Undertakings**” means representations, warranties, covenants, indemnities and Guarantees of performance entered into by the Borrower or any Restricted Subsidiary of the Borrower that a Responsible Officer of the Borrower has determined in good faith to be customary in a Receivables Financing including those relating to the servicing of the assets of a Receivables Subsidiary, it being understood that any Receivables Repurchase Obligation will be deemed to be a Standard Securitization Undertaking.

“**Standby Letter of Credit**” has the meaning assigned to such term in Section 2.05(1).

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

“**Subagent**” has the meaning assigned to such term in Section 9.02.

“**Subsidiary**” means, with respect to any Person, any corporation, partnership, limited liability company or other entity of which (1) Equity Interests having ordinary voting power (other than Equity Interests having such power only by reason of the happening of a contingency) to elect a majority of the Board of Directors of such corporation, partnership, limited liability company or other entity are at the time owned by such Person; or (2) more than 50.0% of the Equity Interests are at the time owned by such Person. Unless otherwise indicated in this Agreement, all references to Subsidiaries will mean Subsidiaries of the Borrower.

“**Subsidiary Loan Parties**” means: (1) each Wholly Owned U.S. Subsidiary of the Borrower on the Closing Date (other than any Excluded Subsidiary) and (2) each Wholly Owned U.S. Subsidiary (other than any Excluded Subsidiary) of the Borrower that becomes, or is required pursuant to Section 5.10 to become, a party to the Collateral Agreement after the Closing Date.

“**Supermajority Lenders**” means, as of any date of determination, Lenders that would constitute the Required Revolving Lenders if the percentage “50.0%” contained in the definition thereof were changed to “66-2/3%”.

“**Swap Termination Value**” means, in respect of any one or more Hedge Agreements, after taking into account the effect of any legally enforceable netting agreement relating to such Hedge Agreements, (1) for any date on or after the date such Hedge Agreements have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (2) for any date prior to the date referenced in clause (1), the amount(s) determined as the mark-to-market value(s) for such Hedge Agreements, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Hedge Agreements (which may include a Lender or any Affiliate of a Lender).

“**Tax Receivable Agreement**” means the Tax Receivable Agreement, dated as of the Closing Date, among Amneal Inc., the Borrower, and the other parties from time to time party thereto, as amended, amended and restated, supplemented or otherwise modified from time to time in any manner that is not materially adverse to the interests of the Administrative Agent or the Lenders.

“**Taxes**” means any and all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding) or similar charges imposed by any Governmental Authority and any and all interest and penalties related thereto.

“**Term Agent**” means JPM, as administrative agent and collateral agent under the Term Loan Credit Agreement, and its successors and assigns in such capacities.

“**Term Incremental Amount**” means an aggregate principal amount that, after giving Pro Forma effect to the incurrence thereof, in accordance with Section 1.08, would not result in:

- (1) with respect to Indebtedness to be secured on a *pari passu* basis with the Initial Term Loans, the First Lien Net Leverage Ratio for the applicable Test Period being greater than (a) the Closing Date First Lien Net Leverage Ratio or (b) the First Lien Net Leverage Ratio immediately prior to such incurrence;

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- (2) with respect to Indebtedness to be secured on a junior basis to the Initial Term Loans, the Total Net Leverage Ratio for the applicable Test Period being greater than (a) the Closing Date Total Net Leverage Ratio or (b) the Total Net Leverage Ratio immediately prior to such incurrence; and
- (3) with respect to Indebtedness that is unsecured, the Total Net Leverage Ratio for the applicable Test Period being greater than 6.00 to 1.00.

“ **Term Loan Claims** ” means the “ *Term Loan Claims* ” as defined in the Closing Date Intercreditor Agreement.

“ **Term Loan Credit Agreement** ” means the Term Loan Credit Agreement, dated as of the Closing Date, among the Borrower, the lenders party thereto and JPM, as administrative agent and collateral agent, initially in respect of \$2,700.0 million of term loans made available on the Closing Date, as such document may be amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements thereof.

“ **Term Loan Credit Agreement Refinancing Indebtedness** ” means “ *Credit Agreement Refinancing Indebtedness* ” as defined in the Term Loan Credit Agreement.

“ **Term Loan Documents** ” means the Term Loan Credit Agreement and the other “Loan Documents” under and as defined in the Term Loan Credit Agreement, as each such document may be amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements thereof.

“ **Term Loan Obligations** ” means the “ *Obligations* ” as defined in the Term Loan Credit Agreement.

“ **Term Loan Security Documents** ” means the “ *Security Documents* ” as defined in the Term Loan Credit Agreement.

“ **Term Priority Collateral** ” means “ *Term Loan Priority Collateral* ” as defined in the Closing Date Intercreditor Agreement.

“ **Test Period** ” means, at any time, (1) with respect to the Borrower, the four consecutive fiscal quarters of the Borrower most recently ended (in each case taken as one accounting period) for which the Required Financial Statements have been or are required to be delivered pursuant to Section 5.04(1) or 5.04(2) and (2) in the case of any Person other than the Borrower, the period of four consecutive fiscal quarters most closely corresponding to the period set forth in clause (1).

“ **Threshold Amount** ” means the greater of (1) \$80 million and (2) 12.5% of TTM Consolidated EBITDA as of the applicable date of determination.

“ **Total Net Leverage Ratio** ” means, with respect to any Test Period, the ratio of (a) Consolidated Total Net Debt as of the last day of such Test Period to (b) Consolidated EBITDA of the Borrower for such Test Period.

“ **Trade Letter of Credit** ” has the meaning assigned to such term in Section 2.05(1).

“ **Transaction Costs** ” means all fees, costs and expenses related to the Transactions.

“ **Transaction Documents** ” means the Acquisition Documents, the Loan Documents and the Term Loan Documents.

“ **Transactions** ” means, collectively, the transactions to occur pursuant to the Transaction Documents, including:

- (1) the consummation of the Acquisition;
- (2) the consummation of the Contribution;
- (3) the execution and delivery of the Loan Documents, the creation of the Liens pursuant to the Security Documents and the initial borrowings hereunder;
- (4) the execution and delivery of the Term Loan Documents, the creation of the Liens pursuant to the Term Loan Security Documents and the initial borrowings under the Term Loan Credit Agreement;
- (5) the Closing Date Refinancing;
- (6) the undertaking of one or more Existing Notes LM Transactions or Specified Tender Offers;
- (7) the PIPE Investment;
- (8) the Impax Transactions; and
- (9) the payment of all Transaction Costs.

“ **Transferred IP** ” has the meaning assigned to such term in Section 6.04(30)(b).

“ **TTM Consolidated EBITDA** ” means, as of any date of determination, the Consolidated EBITDA of the Borrower on a Pro Forma Basis for the four consecutive fiscal quarters most recently ended prior to such date for which financial statements have been furnished or are required to have been furnished to the Lenders hereunder (or, in the case of a determination date that occurs prior to the first such delivery, for the four consecutive fiscal quarters ended as of December 31, 2017).

“ **Trust Account** ” means any accounts or trusts used solely to hold Trust Funds.

“ **Trust Funds** ” means cash, Cash Equivalents or other assets comprised of:

- (1) funds used for payroll and payroll taxes, wages and other employee benefit payments to or for the benefit of such Loan Party’s or any of its Restricted Subsidiaries’ employees;
- (2) all taxes required to be collected, remitted or withheld (including federal and state withholding taxes (including the employer’s share thereof)); or
- (3) any other funds which the Borrower or any of its Restricted Subsidiaries holds in trust or as an escrow or fiduciary for another person which is not a Restricted Subsidiary of the Borrower.

“ **Type** ” means, when used in respect of any Loan or Borrowing, the Rate by reference to which interest on such Loan or on the Loans comprising such Borrowing is determined. For purposes of this definition, the term “Rate” means Adjusted LIBO Rate or ABR, as applicable.

“ **U.S. Subsidiary** ” means any Subsidiary of the Borrower that is organized under the laws of the United States or any political subdivision thereof, and “ **U.S. Subsidiaries** ” means any two or more of them. Unless otherwise indicated in this Agreement, all references to U.S. Subsidiaries will mean U.S. Subsidiaries of the Borrower.

“ **U.S. Tax Compliance Certificate** ” has the meaning specified in Section 2.17(5).

“ **Uniform Commercial Code** ” or “ **UCC** ” means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

“ **Unrestricted Cash** ” means, as of any date, all cash and Cash Equivalents of the Borrower or any of its Restricted Subsidiaries as of such date that would not appear as “restricted” on the Required Financial Statements (unless such appearance is related to a restriction in favor of any Agent for the benefit of the Secured Parties or an agent under the Term Loan Credit Agreement for the benefit of the secured parties thereunder), determined on a consolidated basis in accordance with GAAP, determined based upon the most recent month-end financial statements available internally as of the date of determination, and calculated on a Pro Forma Basis.

“ **Unrestricted Subsidiary** ” means (1) each Receivables Subsidiary and (2) any Subsidiary of the Borrower designated by the Borrower as an Unrestricted Subsidiary hereunder by written notice to the Administrative Agent; *provided* that the Borrower will only be permitted to so designate a new Unrestricted Subsidiary after the Closing Date or subsequently re-designate any such Unrestricted Subsidiary as a Restricted Subsidiary (by written notice to the Administrative Agent) if (a) no Designated Event of Default has occurred and is continuing or would result therefrom and (b) the Borrower is in Pro Forma compliance with the Payment Conditions.

The designation of any Restricted Subsidiary as an Unrestricted Subsidiary will constitute an Investment for purposes of Section 6.04 at the date of designation in an amount equal to the fair market value of the Borrower's or its Restricted Subsidiary's (as applicable) Investment therein. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary will constitute the incurrence at the time of designation of any Indebtedness and Liens of such Subsidiary existing at such time and a return on any Investment by the Borrower in Unrestricted Subsidiaries in an amount equal to the fair market value at the date of such designation of the Borrower's or its Restricted Subsidiary's (as applicable) Investment in such Subsidiary. Except as expressly set forth in this paragraph, no Investment will be deemed to exist or have been made, and no Indebtedness or Liens shall be deemed to have occurred, solely by virtue of a Subsidiary becoming an Excluded Subsidiary.

“ **USA PATRIOT Act** ” means 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)).

“ **Weighted Average Life to Maturity** ” means, when applied to any Indebtedness as of any date, the number of years obtained by dividing (1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payment of principal (excluding nominal amortization), including payment at final maturity, in respect thereof by (b) the number of years (calculated to the nearest 1/12) that will elapse between such date and the making of such payment; by (2) the then outstanding principal amount of such Indebtedness.

“ **Wholly Owned Subsidiary** ” means, with respect to any Person, 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 otherwise indicated in this Agreement, all references to Wholly Owned Subsidiaries will mean Wholly Owned Subsidiaries of the Borrower.

“ **Wholly Owned U.S. Subsidiary** ” means, with respect to any Person, a U.S. Subsidiary of such Person that is a Wholly Owned Subsidiary. Unless otherwise indicated in this Agreement, all references to Wholly Owned U.S. Subsidiaries will mean Wholly Owned U.S. Subsidiaries of the Borrower.

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

“ **Write-Down and Conversion Powers** ” means, 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.

SECTION 1.02 Terms Generally. The definitions set forth or referred to in Section 1.01 will apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms. Unless the context requires otherwise:

- (1) the words “include,” “includes” and “including” will be deemed to be followed by the phrase “without limitation;”
- (2) in the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including;” the words “to” and “until” each mean “to but excluding” and the word “through” means “to and including;”
- (3) the word “will” will be construed to have the same meaning and effect as the word “shall;”
- (4) the word “incur” will be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words “incurred” and “incurrence” will have correlative meanings);
- (5) the word “or” will be construed to mean “and/or;”
- (6) any reference to any Person will be construed to include such Person’s legal successors and permitted assigns; and
- (7) the words “asset” and “property” will be construed to have the same meaning and effect.

All references herein to Articles, Sections, Exhibits and Schedules will be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context otherwise requires. Except as otherwise expressly provided herein, any reference in this Agreement to any Loan Document or organizational document of the Loan Parties means such document as amended, restated, amended and restated, supplemented or otherwise modified from time to time (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document). Any reference to any law will include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation means, unless otherwise specified, such law or regulation as amended, modified or supplemented from time to time. Whenever this Agreement refers to the “knowledge” of Impax or any Loan Party, such reference will be construed to mean the knowledge of the chief executive officer, president, chief financial officer, treasurer or controller of such Person.

SECTION 1.03 Accounting Terms; GAAP; Fair Market Value. Except as otherwise expressly provided herein, all terms of an accounting or financial nature will be construed in accordance with GAAP, as in effect from time to time; *provided* that, notwithstanding anything to the contrary herein, all accounting or financial terms used herein will be construed, and all financial computations pursuant hereto will be made, without giving effect to any election under Statement of Financial Accounting Standards Board Accounting Standards Codification 825-10 (or any other Statement of Financial Accounting Standards Board Accounting Standards Codification having a similar effect) to value any

Indebtedness or other liabilities of the Borrower or any Subsidiary at “fair value,” as defined therein. In the event that any Accounting Change (as defined below) occurs and such change results in a change in the method of calculation of financial covenants, standards or terms in this Agreement, then upon the written request of the Borrower or the Administrative Agent (acting upon the request of the Required Lenders), the Borrower, the Administrative Agent and the Lenders will enter into good faith negotiations in order to amend such provisions of this Agreement so as to equitably reflect such Accounting Change with the desired result that the criteria for evaluating the Borrower’s financial condition will be the same after such Accounting Change as if such Accounting Change had not occurred; *provided* that, until so amended, calculation of financial covenants, standards or terms in this Agreement will be computed in accordance with GAAP in effect prior to such Accounting Change until the effective date of such amendment. “**Accounting Change**” means (1) any change in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or (2) any change in the application of GAAP by the Borrower (including through the adoption of IFRS). All determinations of fair market value under a Loan Document will be made by a Responsible Officer of the Borrower in good faith and if such determination is supported by an opinion of an Independent Financial Advisor, such determination will be conclusive for all purposes under the Loan Documents or related to the Obligations.

SECTION 1.04 Effectuation of Transfers. Each of the representations and warranties of the Borrower contained in this Agreement (and all corresponding definitions) is made after giving effect to the Transactions, unless the context otherwise requires.

SECTION 1.05 Currencies. Unless otherwise specifically set forth in this Agreement, monetary amounts are in Dollars. Notwithstanding anything to the contrary herein, no Default or Event of Default will arise as a result of any limitation or threshold set forth in Dollars being exceeded solely as a result of changes in currency exchange rates.

SECTION 1.06 Required Financial Statements. With respect to the determination of the First Lien Net Leverage Ratio, the Total Net Leverage Ratio, the Fixed Charge Coverage Ratio or any other financial ratio or under any other applicable provision of the Loan Documents (including the definition of Immaterial Subsidiary) made on or prior to the date on which Required Financial Statements have been delivered for March 31, 2018, such calculation will be determined for the period of four consecutive fiscal quarters ended December 31, 2017, and calculated on a Pro Forma Basis.

SECTION 1.07 Certifications. Any certificate or other writing required hereunder or under any other Loan Document to be certified by any officer or other authorized representative (including any Responsible Officer) of any Person will be deemed to be executed and delivered by such officer, other authorized representative or Responsible Officer solely in such individual’s capacity as an officer, other authorized representative or Responsible Officer of such Person and not in such officer’s or other authorized representative’s individual capacity and without any personal liability.

SECTION 1.08 Pro Forma Calculations.

- (1) Notwithstanding anything to the contrary herein, financial ratios shall be calculated in the manner prescribed by this Section 1.08; *provided* that, notwithstanding anything to the contrary in clauses (2), (3) or (4) of this Section 1.08, when calculating any financial ratio for purposes of (a) determining Applicable Margins and pricing grid step-downs, (b) calculations of mandatory prepayments, (c) determining compliance with any financial covenant (including any financial covenant under this Agreement) and (d) any provisions related to the foregoing, the events described in this Section 1.08 that occurred subsequent to the end of the applicable Test Period shall not be given pro forma effect.
- (2) For purposes of calculating the First Lien Net Leverage Ratio, the Total Net Leverage Ratio, the Fixed Charge Coverage Ratio or any other financial ratio, Specified Transactions (and the incurrence or repayment of any Indebtedness in connection therewith) that have been made (a) during the applicable Test Period or (b) subsequent to such Test Period and prior to or simultaneously with the event for which the calculation of any such ratio is made shall be calculated on a pro forma basis assuming that all such Specified Transactions (and any increase or decrease in Consolidated EBITDA and the component financial definitions used therein attributable to any Specified Transaction) had occurred on the first day of the applicable Test Period. If since the beginning of any applicable Test Period any Person that subsequently became a Restricted Subsidiary or was merged, amalgamated or consolidated with or into the Borrower or any of its Restricted Subsidiaries since the beginning of such Test Period shall have made any Specified Transaction that would have required adjustment pursuant to this Section 1.08 then the financial ratios shall be calculated to give pro forma effect thereto in accordance with this Section 1.08.
- (3) Whenever pro forma effect is to be given to a Specified Transaction, the pro forma calculations shall be made in good faith by a Responsible Officer and may include, for the avoidance of doubt, the amount of cost savings, operating expense reductions and, synergies projected by the Borrower in good faith to be realized as a result of specified actions taken, committed to be taken or expected to be taken (calculated on a pro forma basis as though such cost savings, operating expense reductions and synergies had been realized on the first day of such Test Period and as if such cost savings, operating expense reductions and synergies were realized during the entirety of such period but, for the avoidance of doubt, subject to the limitations set forth in clause (g) of the definition of “Consolidated EBITDA” set forth herein) relating to such Specified Transaction, net of the amount of actual benefits realized during such period from such actions (such cost savings and synergies, “Specified Transaction Adjustments”); *provided*, that
 - (a) such Specified Transaction Adjustments are reasonably identifiable and quantifiable in the good faith judgment of a Responsible Officer of the Borrower,
 - (b) such actions are taken, committed to be taken or reasonably anticipated to be taken no later than twenty four (24) months after the date of such Specified Transaction, and

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- (c) no amounts shall be added pursuant to this clause (3) to the extent duplicative of any amounts that are otherwise added back in calculating Consolidated EBITDA, whether through a pro forma adjustment or otherwise, with respect to such period.
- (4) In the event that the Borrower or any Restricted Subsidiary incurs (including by assumption or guarantees) or repays (including by redemption, repayment, retirement or extinguishment) any Indebtedness included in the calculations of a financial covenant (in each case, other than Indebtedness incurred or repaid under any revolving credit facility (including, for the avoidance of doubt, the Revolving Facility) in the ordinary course of business for working capital purposes), (a) during the applicable Test Period or (b) subsequent to the end of the applicable Test Period and prior to or simultaneously with the event for which the calculation of any such ratio is made, then each financial ratio shall be calculated giving pro forma effect to such incurrence or repayment of Indebtedness, to the extent required, as if the same had occurred on the last day of the applicable Test Period.

SECTION 1.09 LCA Election. Notwithstanding anything in this Agreement or any other Loan Document to the contrary, when (1) calculating any applicable ratio in connection with incurrence of Indebtedness (other than the making of any Revolving Loans or the issuance of any Letters of Credit), the creation of Liens, the making of any disposition, the making of an Investment, the designation of a Subsidiary as a Restricted Subsidiary or an Unrestricted Subsidiary or the repayment of Indebtedness or (2) determining compliance with any provision of this Agreement which requires that no Default or Event of Default has occurred, is continuing or would result therefrom, in each case of the preceding clauses (1) and (2) in connection with a Limited Condition Transaction, the date of determination of such ratio and determination of whether any Default or Event of Default has occurred, is continuing or would result therefrom shall, at the option of the Borrower (the Borrower's election to exercise such option in connection with any Limited Condition Transaction, an "**LCA Election**"), be deemed to be the date the definitive agreements for such Limited Condition Transaction are entered into (the "**LCA Test Date**"). If on a Pro Forma Basis after giving effect to such Limited Condition Transaction and the other transactions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof), with such ratios and other provisions being calculated as if such Limited Condition Transaction or other transactions had occurred at the beginning of the most recent Test Period ending prior to the LCA Test Date for which financial statements are available, the Borrower could have taken such action on the relevant LCA Test Date in compliance with the applicable ratios or other provisions, such ratios or provisions shall be deemed to have been complied with, unless a Specified Event of Default shall be continuing on the date such Limited Condition Transaction is consummated. For the avoidance of doubt, (a) if any of such ratios or other provisions are exceeded or breached as a result of fluctuations in such ratio (including due to fluctuations in Consolidated EBITDA) or other provisions at or prior to the consummation of the relevant Limited Condition Transaction, such ratios and other provisions will not be deemed to have been exceeded or breached solely for purposes of determining whether the Limited Condition Transaction is permitted hereunder and (b) such ratios and compliance with such conditions shall not be tested at the time of consummation of such Limited Condition Transaction or related Specified Transactions, unless on such date a Specified Event of Default shall be continuing. If the Borrower has made an LCA Election for any Limited Condition Transaction, then in connection with any subsequent

calculation of any ratio or basket availability (other than for the purposes of determining actual compliance (and not Pro Forma compliance or compliance on a Pro Forma Basis) with the Financial Performance Covenant upon the occurrence and during the continuance of a Covenant Trigger Event) with respect to any other Specified Transaction on or following the relevant LCA Test Date and prior to the earlier of the date on which such Limited Condition Transaction is consummated or the date that the definitive agreement for such Limited Condition Transaction is terminated or expires without consummation of such Limited Condition Transaction, any such ratio or basket shall be calculated on a Pro Forma Basis assuming such Limited Condition Transaction and other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have been consummated. Notwithstanding anything in this Agreement or any Loan Document to the contrary, if the Borrower or any Restricted Subsidiary (i) incurs Indebtedness, creates Liens, makes dispositions, makes investments, makes Restricted Payments, designates any Subsidiary as a Restricted Subsidiary or an Unrestricted Subsidiary or repays any Indebtedness in connection with any Limited Condition Transaction under a ratio-based basket and (ii) incurs Indebtedness, creates Liens, makes dispositions, makes Investments, makes Restricted Payments, designates any Subsidiary as a Restricted Subsidiary or an Unrestricted Subsidiary or repays any Indebtedness in connection with such Limited Condition Transaction under a non-ratio-based basket (which shall occur within five Business Days of the events in the preceding clause (i) above), then the applicable ratio will be calculated with respect to any such action under the applicable ratio-based basket without regard to any such action under such non-ratio-based basket made in connection with such Limited Condition Transaction.

ARTICLE II

The Credits

SECTION 2.01 Commitments. Subject to the terms and conditions set forth herein:

(1) Revolving Loans.

- (a) Each Lender severally (and not jointly) agrees to make loans (“*Revolving Loans*”) to the Borrower in Dollars from time to time during the Availability Period in amounts not to exceed such Lender’s Revolving Facility Percentage of the Borrowing Base, and in an aggregate principal amount that will not result in (i) such Lender’s Revolving Facility Credit Exposure exceeding such Lender’s Revolving Facility Commitment or (ii) the total Revolving Facility Credit Exposure exceeding the total Revolving Facility Commitments. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Revolving Loans.
- (b) Notwithstanding the foregoing, on the Closing Date only the following Revolving Loans will be made available:
 - (i) Revolving Loans in an amount not exceed \$100.0 million for working capital related purposes; *plus*

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- (ii) Revolving Loans in an amount to replace or backstop the Existing Letters of Credit and refinance any existing revolving credit facilities of the Borrower, Impax or their respective subsidiaries;
- (2) Overadvances. Insofar as the Borrower may request and the Administrative Agent may be willing in its sole discretion (but with absolutely no obligation) to
- (i) make Revolving Loans to the Borrower, on behalf of the Revolving Lenders, at a time when the Revolving Facility Credit Exposure exceeds, or would exceed with the making of any such Revolving Loan, the Borrowing Base (any such Loan being herein referred to individually as an “*Overadvance*”) or
- (ii) deem the amount of Revolving Loans outstanding that are in excess of the Borrowing Base to be Overadvances, and the Administrative Agent will enter such Overadvances as debits in the applicable Loan Account. All Overadvances shall be ABR Loans, will be repaid on demand, will be secured by the Collateral and will bear interest as provided in this Agreement for ABR Revolving Loans generally. Any Overadvance made pursuant to the terms hereof will be made to the Borrower by all Lenders ratably in accordance with their respective Revolving Facility Percentages. Overadvances in the aggregate amount of \$10.0 million or less may, unless a Default or Event of Default has occurred and is continuing, be made in the sole discretion of the Administrative Agent; *provided* that the Required Revolving Lenders may at any time revoke the Administrative Agent’s authorization to make future Overadvances; *provided* that no existing Overadvances will be subject to such revocation and any such revocation must be in writing and will become effective prospectively upon the Administrative Agent’s receipt thereof. Overadvances in an aggregate amount of more than \$10.0 million but less than \$25.0 million may, unless a Default or Event of Default has occurred and is continuing, be made with the consent of the Required Revolving Lenders. Overadvances in an aggregate amount of \$25.0 million or more and Overadvances to be made after the occurrence and during the continuation of a Default or Event of Default will require the consent of all Revolving Lenders. No Overadvance shall result in a Default due to Borrower’s failure to comply with Section 2.01 for so long as such Overadvance remains outstanding in accordance with the terms of this Section 2.01(2), but solely with respect to the amount of such Overadvance. The making of an Overadvance on any one occasion shall not obligate the Administrative Agent to make any Overadvance on any other occasion. The foregoing notwithstanding, in no event, unless otherwise consented to by all Revolving Lenders will:
- (a) any Overadvances be outstanding for more than 90 consecutive days;
- (b) the Administrative Agent or Lenders make any additional Overadvances unless 30 days or more have expired since the last date on which any Overadvances were outstanding; or
- (c) will the Administrative Agent make Revolving Loans on behalf of Lenders under this Section 2.01(2) to the extent such Revolving Loans would cause a Lender’s share of the Revolving Facility Credit Exposure to exceed such Lender’s Revolving Facility Commitment or cause the aggregate Revolving Facility Commitments to be exceeded.

- (3) Protective Advances. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent, in its sole, discretion (but with absolutely no obligation), may make Revolving Loans to the Borrower on behalf of all Lenders, so long as the aggregate amount of such Revolving Loans will not exceed 5.0% of the Borrowing Base, if the Administrative Agent, in its Reasonable Credit Judgment, deems that such Revolving Loans are necessary or desirable to:
- (a) preserve or protect all or any portion of the Collateral;
 - (b) enhance the likelihood or maximize the amount of repayment of the Loans and the other Obligations; or
 - (c) pay any other amount chargeable to or required to be paid by the Borrower pursuant to this Agreement including payments of reimbursable expenses and other sums payable under the Loan Documents (such Revolving Loans, “ *Protective Advances* ”);

provided that (i) in no event will the Revolving Facility Credit Exposure exceed the aggregate Revolving Facility Commitments and (ii) the Required Revolving Lenders under the Revolving Facility may at any time revoke the Administrative Agent’s authorization to make future Protective Advances; *provided, further*, that any such revocation must be in writing and will become effective prospectively upon the Administrative Agent’s receipt thereof and existing Protective Advances will not be subject to thereto.

Each applicable Lender will be obligated to advance to the Borrower its Revolving Facility Percentage of each Protective Advance made in accordance with this Section 2.01(3). If Protective Advances are made in accordance with the preceding sentence, then all Revolving Lenders will be bound to make, or permit to remain outstanding, such Protective Advances based upon their Revolving Facility Percentages in accordance with the terms of this Agreement. All Protective Advances will be repaid by the Borrower on demand, will be secured by the Collateral and will bear interest as provided in this Agreement for Revolving Loans generally. All Protective Advances shall be ABR Loans, will be repaid on demand, will be secured by the Collateral and will bear interest as provided in this Agreement for ABR Revolving Loans generally. At any time that there is Excess Availability and the conditions precedent set forth in Section 4.02 have been satisfied, the Administrative Agent may request the Revolving Lenders to make a Revolving Loan to repay a Protective Advance.

SECTION 2.02 Loans and Borrowings.

- (1) Each Loan will be made as part of a Borrowing consisting of Loans of the same Type made by the Lenders ratably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it will not relieve any other Lender of its obligations hereunder; *provided* that the Commitments of the Lenders are several and no Lender will be responsible for any other Lender’s failure to make Loans as required.

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- (2) Subject to Section 2.14, each Borrowing will be comprised entirely of ABR Loans or Eurocurrency Revolving Loans as the Borrower may request in accordance herewith. Each Lender at its option may make any ABR Loan or Eurocurrency Revolving Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; *provided* that any exercise of such option will not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement and such Lender will 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.
 - (3) At the commencement of each Interest Period for any Eurocurrency Revolving Facility Borrowing, such Borrowing will be in an aggregate amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum. At the time that each ABR Revolving Facility Borrowing is made, such Borrowing will be in an aggregate amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum; *provided* that an ABR Revolving Facility Borrowing may be in an aggregate amount that is equal to the entire unused available balance of the Revolving Facility Commitments or that is required to finance the reimbursement of an L/C Disbursement as contemplated by Section 2.05(5). Borrowings of more than one Type may be outstanding at the same time; *provided* that there will not at any time be more than ten Eurocurrency Revolving Facility Borrowings outstanding.
 - (4) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

SECTION 2.03 Requests for Borrowings.

- (1) To request a Revolving Facility Borrowing, (a) with respect to any initial ABR Borrowing on the Closing Date, the Borrower will deliver to the Administrative Agent a Borrowing Request not later than 2:00 p.m., New York City time, one Business Day before the anticipated Closing Date (or at such later date or time as the Administrative Agent may agree), requesting that the Lenders make the Loans on the Closing Date; *provided* that such Borrowing Request may be conditioned upon occurrence of the Closing Date and (b) with respect to any other Borrowing, the Borrower will notify the Administrative Agent of such request by telephone, if arrangements for doing so have been approved by the Administrative Agent, (i) in the case of a Eurocurrency Revolving Facility Borrowing, not later than 2:00 p.m., New York City time, three Business Days before the date of the proposed Borrowing or (ii) in the case of an ABR Borrowing, not later than 1:00 p.m., New York City time, on the date of the proposed Borrowing (or in each case, at such later date or time as the Administrative Agent may agree). Each such telephonic Borrowing Request will be irrevocable and will be confirmed promptly by hand delivery, facsimile or e mail to the Administrative Agent of a written Borrowing Request substantially in the form of Exhibit D-1 and signed by the Borrower.

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- (2) Each such telephonic and written Borrowing Request will specify the following information in compliance with Section 2.02:
- (a) the aggregate amount of the requested Borrowing, which amount will not exceed Excess Availability;
 - (b) the date of such Borrowing, which will be a Business Day;
 - (c) whether such Borrowing is to be an ABR Borrowing or a Eurocurrency Revolving Facility Borrowing;
 - (d) in the case of a Eurocurrency Revolving Facility Borrowing, the initial Interest Period to be applicable thereto, which will be a period contemplated by the definition of the term "Interest Period;"
 - (e) if the Borrowing Base contains Eligible Cash, the amount of Eligible Cash as of the close of business on the Business Day prior to the date such Borrowing Request is delivered; and
 - (f) the location and number of the Borrower's account to which funds are to be disbursed.
- (3) Disbursement. The Borrower hereby irrevocably authorizes the Administrative Agent to disburse the proceeds of each Loan requested pursuant to this Section 2.03. The proceeds of each Revolving Loan requested under this Section 2.03 will be disbursed by the Administrative Agent in immediately available funds and in the same form as received from the Lenders, in the case of a borrowing on the Closing Date permitted under Section 2.01(1), in accordance with the terms of the written disbursement letter from the Borrower and, in the case of each Borrowing after the Closing Date, by wire transfer to such bank account as may be agreed upon by the Borrower and the Administrative Agent, from time to time or elsewhere if pursuant to a written direction from the Borrower. If at any time any Loan is funded in excess of the amount requested by the Borrower, the Borrower agrees to repay the excess to the Administrative Agent immediately upon notice thereof to the Borrower from the Administrative Agent.
- (4) If no election as to the Type of Revolving Facility Borrowing is specified, then the requested Revolving Facility Borrowing will be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurocurrency Revolving Facility Borrowing, then the Borrower will 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 will advise the Lenders of the details thereof and of the amount of each such Lender's Loan to be made as part of the requested Borrowing.

SECTION 2.04 [Reserved].

SECTION 2.05 Letters of Credit.

- (1) General. Subject to the terms and conditions set forth herein, the Borrower may request the issuance of (a) trade letters of credit in Dollars in support of trade obligations of the Borrower or any Subsidiary Loan Party incurred in the ordinary course of business (such letters of credit issued for such purposes, "*Trade Letters of Credit*") and (b) standby

letters of credit in Dollars issued for any other lawful purposes of the Borrower or any Subsidiary Loan Party (such letters of credit issued for such purposes, “*Standby Letters of Credit*”) for its own account or for the account of any Subsidiary in a form reasonably acceptable to the applicable Issuing Bank, at any time and from time to time during the Availability Period and prior to the date that is five (5) Business Days prior to the Maturity Date. “*Letters of Credit*” will include Trade Letters of Credit and Standby Letters of Credit and the Existing Letters of Credit. Each Existing Letter of Credit will be deemed to have been issued under this Section 2.05 on the Closing Date. The Borrower unconditionally and irrevocably agrees that, in connection with any Letter of Credit issued for the support of any Subsidiary’s obligations as provided in the first sentence of this paragraph, the Borrower will be fully responsible for the reimbursement of L/C Disbursements in accordance with the terms hereof, the payment of interest thereon and the payment of fees due under Section 2.12(2) to the same extent as if it were the sole account party in respect of such Letter of Credit (the Borrower hereby irrevocably waiving to the fullest extent permitted by law any defenses (other than payment or performance) that might otherwise be available to it as a guarantor or surety of the obligations of such Subsidiary that is an account party in respect of any such Letter of Credit).

(2) Notice of Issuance, Amendment, Renewal, Extension.

- (a) To request the issuance of a Letter of Credit (or the amendment, extension, reinstatement or renewal (other than an automatic extension in accordance with paragraph (3) of this Section 2.05) of an outstanding Letter of Credit), the Borrower will deliver by hand or facsimile (or transmit by e-mail, if arrangements for doing so have been approved by the applicable Issuing Bank) to the applicable Issuing Bank and the Administrative Agent no later than three Business Days in advance of the requested date of issuance, amendment or extension (or such shorter period as the Administrative Agent and the Issuing Bank in their sole discretion may agree) a Letter of Credit Request requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, extended, reinstated or renewed, and specifying the date of issuance, amendment, extension, reinstatement or renewal (which will be a Business Day), the date on which such Letter of Credit is to expire (which will comply with paragraph (3) of this Section 2.05), the amount of such Letter of Credit, the name and address of the beneficiary thereof, whether such Letter of Credit constitutes a Standby Letter of Credit or a Trade Letter of Credit, and such other information as is necessary to issue, amend, extend, reinstate or renew such Letter of Credit. If requested by the applicable Issuing Bank, the Borrower will also submit a letter of credit application on such Issuing Bank’s standard form in connection with any request for a Letter of Credit. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, an Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement will control. A Letter of Credit will be issued, amended, extended, reinstated or renewed only if (and upon issuance, amendment, extension, reinstatement or renewal of each Letter of Credit the Borrower will be deemed to represent and warrant that), after giving effect to such issuance, amendment, extension, reinstatement or renewal:

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- (i) the Revolving L/C Exposure will not exceed the Letter of Credit Sublimit; and
 - (ii) the Revolving Facility Credit Exposure will not exceed the Line Cap.
- (b) Notwithstanding anything to the contrary contained herein, the Issuing Bank will not issue (or be obligated to issue) any Letter of Credit if:
- (i) the proceeds of such Letter of Credit would be made available to any Person (A) to fund any activity or business of or with any Sanctioned Person, or in any country or territory that, at the time of such funding, is the subject of country-wide or territory-wide Sanctions or (B) in any manner that would result in a violation of any Sanctions by any party to this Agreement;
 - (ii) any order, judgment or decree of any Governmental Authority or arbitrator by its terms purports to enjoin or restrain the Issuing Bank from issuing such Letter of Credit;
 - (iii) any applicable Law or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the Issuing Bank prohibits or shall request that the Issuing Bank refrain from the issuance of letters of credit generally;
 - (iv) such Letter of Credit imposes upon the Issuing Bank with respect to such Letter of Credit any restriction, reserve or capital requirement (for which the Issuing Bank is not otherwise compensated hereunder) not in effect on the Closing Date;
 - (v) such Letter of Credit imposes upon the Issuing Bank any unreimbursed loss, cost or expense that was not applicable on the Closing Date and that the Issuing Bank in good faith deems material to it;
 - (vi) the issuance of such Letter of Credit would violate one or more policies of the Issuing Bank applicable to letters of credit generally; or
 - (vii) any Lender is at such time a Defaulting Lender, unless the Issuing Bank has entered into arrangements, including the delivery of cash collateral in accordance herewith in an amount to be agreed between the Borrower and each applicable Issuing Bank (but in any event not to exceed 105%) of the outstanding amount of the applicable Letters of Credit, reasonably satisfactory to such Issuing Bank with the Borrower or such Lender to eliminate such Issuing Bank's actual or potential Fronting Exposure (after giving effect to Section 2.24(1)) with respect to such Defaulting Lender arising from either such Letter of Credit then proposed to be issued or such Letter of Credit and all other L/C Obligations as to which such Issuing Bank has actual or potential Fronting Exposure.

(3) Expiration Date.

(a) Each Standby Letter of Credit will expire at or prior to the close of business on the earlier of (i) the date one year (unless otherwise agreed upon by the Administrative Agent and the Issuing Bank in their sole discretion) after the date of issuance of such Standby Letter of Credit (or, in the case of any extension of the expiration date thereof (whether automatic or by amendment), one year (unless otherwise agreed upon by the Administrative Agent and the Issuing Bank in their sole discretion) after such extension) and (ii) the date that is five Business Days prior to the Maturity Date; *provided* that any Standby Letter of Credit with a one-year tenor may provide for the automatic extension thereof for additional one-year periods (which will in no event extend beyond the date referred to in the preceding clause (ii)) so long as such Standby Letter of Credit permits the Issuing Bank to prevent any such extension at least once in each 12-month period (commencing with the date of issuance of such Standby Letter of Credit) by giving prior notice to the beneficiary thereof within a time period during such 12-month period to be agreed upon at the time such Standby Letter of Credit is issued; *provided, further*, that if the Issuing Bank and the Administrative Agent each consent in their sole discretion, the expiration date of any Standby Letter of Credit may extend beyond the date referred to in clause (ii) above if cash collateralized or backstopped pursuant to arrangements reasonably acceptable to the relevant Issuing Bank; and, *provided, further*, that (A) if any such Standby Letter of Credit is issued after the date that is 30 days prior to the Maturity Date, the Borrower will, upon the request of the applicable Issuing Bank, provide cash collateral pursuant to documentation reasonably satisfactory to the Administrative Agent and the relevant Issuing Bank in an amount equal to 103% of the face amount of each such Standby Letter of Credit on or prior to such date of issuance (or such later date as the Administrative Agent and the Issuing Bank may agree) and (B) each Revolving Lender's participation in any undrawn Letter of Credit that is outstanding on the Maturity Date will terminate on the Maturity Date.

(b) Each Trade Letter of Credit will expire on the earlier of (A) 180 days after such Trade Letter of Credit's date of issuance or (B) the date that is five Business Days prior to the Maturity Date.

(4) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount or extending the expiration date thereof) and without any further action on the part of the applicable Issuing Bank or the Revolving Lenders, such Issuing Bank hereby grants to each Revolving Lender, and each Revolving Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Revolving Lender's Revolving Facility Percentage of the aggregate amount available to be drawn under such Letter of Credit. Each Revolving Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the Issuing Bank, its Revolving Facility Percentage of each L/C Disbursement made

by such Issuing Bank and not reimbursed by the Borrower on the date due as provided in paragraph (5) of this Section 2.05, or of any reimbursement payment required to be refunded to the Borrower for any reason. Each Revolving Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and will not be affected by any circumstance whatsoever, including any amendment, extension, reinstatement or renewal of any Letter of Credit or the occurrence and continuance of a Default or Event of Default or reduction or termination of the Commitments, and that each such payment will be made without any offset, abatement, withholding or reduction whatsoever. Each Lender further acknowledges and agrees that its participation in each Letter of Credit will be automatically adjusted to reflect such Lender's Revolving Facility Percentage of the aggregate amount available to be drawn under such Letter of Credit at each time such Lender's Commitment is amended pursuant to this Agreement.

(5) Reimbursement.

- (a) If the applicable Issuing Bank makes any L/C Disbursement in respect of a Letter of Credit, the Borrower will reimburse such L/C Disbursement by paying to the Administrative Agent an amount equal to such L/C Disbursement not later than 2:00 p.m., New York City time, on the first Business Day after the Borrower receives notice under paragraph (8) of this Section 2.05 of such L/C Disbursement (or the second Business Day, if such notice is received after 12:00 noon, New York City time), together with accrued interest thereon from the date of such L/C Disbursement at the rate applicable to ABR Loans; *provided* that the Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 that such payment be financed with an ABR Revolving Facility Borrowing in an equivalent amount and, to the extent so financed, the Borrower's obligations to make such payment will be discharged and replaced by the resulting ABR Revolving Facility Borrowing.
- (b) If the Borrower fails to reimburse any L/C Disbursement when due, then the Administrative Agent will promptly notify the applicable Issuing Bank and each other Revolving Lender of the applicable L/C Disbursement, the payment then due from the Borrower in respect thereof and, in the case of a Revolving Lender, such Lender's Revolving Facility Percentage thereof. Promptly following receipt of such notice, each Revolving Lender will pay to the Administrative Agent its Revolving Facility Percentage of the payment then due from the Borrower in the same manner as provided in Section 2.06 with respect to Loans made by such Lender (and Section 2.06 will apply, *mutatis mutandis*, to the payment obligations of the Revolving Lenders), and the Administrative Agent will promptly pay to the applicable Issuing Bank the amounts so received by it from the Revolving Lenders. Any payment made by a Revolving Lender pursuant to this paragraph (5) to reimburse an Issuing Bank for any L/C Disbursement (other than the funding of an ABR Revolving Loan as contemplated above) will not constitute a Loan and will not relieve the Borrower of its obligations to reimburse such L/C Disbursement.

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- (c) Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to paragraph (5)(a), the Administrative Agent will distribute such payment to the applicable Issuing Bank or, to the extent that Revolving Lenders have made payments pursuant to paragraph (5)(b) to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank as their interests may appear.
- (6) Obligations Absolute. The obligations of the Borrower to reimburse L/C Disbursements as provided in paragraph (5) of this Section 2.05 will be absolute, unconditional and irrevocable, and will be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of:
- (a) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein or herein;
 - (b) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect;
 - (c) any payment by the applicable Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit; or
 - (d) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section 2.05, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder.
- (7) Limited Liability. None of the Administrative Agent, the Lenders, any Issuing Bank, or any of their Related Parties, will have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit by the respective Issuing Bank or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms, or any consequence arising from causes beyond the control of such Issuing Bank, the use that may be made of any Letter of Credit or any acts or omissions of any beneficiary or transferee in connection therewith; or any of the circumstances referred to in clauses (a), (b) or (c) of Section 2.05(6); *provided* that the foregoing will not be construed to excuse the applicable Issuing Bank from liability to the Borrower to the extent of any direct damages (as opposed to special, indirect, consequential or punitive, damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable Law) suffered by the Borrower that are determined by a final and binding decision of a court of competent jurisdiction to have been caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in

the absence of gross negligence, bad faith or willful misconduct on the part of the applicable Issuing Bank, such Issuing Bank will be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the applicable Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

- (8) Disbursement Procedures. The applicable Issuing Bank will, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Such Issuing Bank will promptly notify the Administrative Agent and the Borrower in writing (or by telephone confirmed by facsimile or e-mail) of any such demand for payment under a Letter of Credit and whether such Issuing Bank has made or will make an L/C Disbursement thereunder; *provided* that any failure to give or delay in giving such notice will not relieve the Borrower of its obligations to reimburse such Issuing Bank and/or the Revolving Lenders with respect to any such L/C Disbursement.
- (9) Interim Interest. If an Issuing Bank for any Letter of Credit makes any L/C Disbursement, then, unless the Borrower reimburses such L/C Disbursement in full on the date such L/C Disbursement is made, the unpaid amount thereof will bear interest, for each day from and including the date such L/C Disbursement is made to but excluding the date that the Borrower reimburses such L/C Disbursement, at the rate per annum then applicable to ABR Revolving Loans and such interest shall be due and payable on the date when such reimbursement is made; *provided* that, if such L/C Disbursement is not reimbursed by the Borrower when due pursuant to paragraph (5) of this Section 2.05, then Section 2.13(3) will apply. Interest accrued pursuant to this paragraph will be for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Revolving Lender pursuant to paragraph (5) of this Section 2.05 to reimburse such Issuing Bank will be for the account of such Revolving Lender to the extent of such payment.
- (10) Replacement of an Issuing Bank. An Issuing Bank may be replaced at any time by written agreement between the Borrower, the Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Administrative Agent will notify the Lenders of any such replacement of an Issuing Bank. At the time any such replacement becomes effective, the Borrower will pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.12. From and after the effective date of any such replacement, (a) the successor Issuing Bank will have all the rights and obligations of the replaced Issuing Bank under this Agreement with respect to Letters of Credit to be issued by it thereafter and (b) references herein to the term "Issuing Bank" will be deemed to include such successor or any previous Issuing Bank, or such successor and all previous Issuing Banks, as the context will require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank will remain a party hereto and will continue to have all the rights and obligations of such Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement but will not be required to issue additional Letters of Credit.

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- (11) Cash Collateralization. If any Event of Default occurs and is continuing, (a) in the case of an Event of Default described in Section 8.01(8) or (9), on the Business Day, or (b) in the case of any other Event of Default, on the third Business Day, in each case, following the date on which the Borrower receives notice from the Administrative Agent demanding the deposit of cash collateral pursuant to this paragraph (11), the Borrower will deposit in an account with or at the direction of the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Revolving Lenders, an amount in cash to be agreed between the Borrower and each applicable Issuing Bank (but in any event not to exceed 105% of the Revolving L/C Exposure as of such date); *provided* that upon the occurrence of any Event of Default with respect to the Borrower described in Section 8.01(8) or (9), the obligation to deposit such cash collateral will become effective immediately, and such deposit will become immediately due and payable, without demand or other notice of any kind. Each such deposit pursuant to this paragraph will be held by the Administrative Agent as collateral for the payment and performance of the obligations of the Borrower under this Agreement. The Administrative Agent will have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments will be made at the option and sole discretion of (i) for so long as an Event of Default is continuing, the Administrative Agent and (ii) at any other time, the Borrower, in each case, in Cash Equivalents and at the risk and expense of the Borrower, such deposits will not bear interest. Interest or profits, if any, on such investments will accumulate in such account. Moneys in such account will be applied by the Administrative Agent to reimburse each Issuing Bank for L/C Disbursements for which such Issuing Bank has not been reimbursed and, to the extent not so applied, will be held for the satisfaction of the reimbursement obligations of the Borrower for the Revolving L/C Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of the Required Lenders, be applied to satisfy other obligations of the Borrower under this Agreement. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) will be returned to the Borrower within three Business Days after all Events of Default have been cured or waived.
- (12) Additional Issuing Banks. From time to time, the Borrower may, by notice to the Administrative Agent, designate any Lender (in addition to JPM and RBC) to act as an Issuing Bank; *provided* that such Lender agrees in its sole discretion to act as such and such Lender is reasonably satisfactory to the Administrative Agent as an Issuing Bank (such consent not to be unreasonably withheld, delayed or conditioned). Each such additional Issuing Bank will execute a counterpart of this Agreement and will thereafter be an Issuing Bank hereunder for all purposes. The Borrower may, in its sole discretion, request a Letter of Credit issuance from any Issuing Bank.

- (13) Reporting. Unless otherwise requested by the Administrative Agent, each Issuing Bank will (a) provide to the Administrative Agent copies of any notice received from the Borrower pursuant to Section 2.05(2) no later than the next Business Day after receipt thereof and (b) report in writing to the Administrative Agent as follows:
- (i) periodic activity (for such period or recurrent periods as shall be requested by the Administrative Agent) in respect of Letters of Credit issued by such Issuing Bank, including all issuances, extensions, amendments and renewals, all expirations and cancelations and all disbursements and reimbursements;
 - (ii) reasonably prior to each Business Day on which such Issuing Bank expects to issue, amend or extend any Letter of Credit, the date of such issuance, amendment or extension, and the aggregate face amount of the Letters of Credit to be issued, amended or extended by it and outstanding after giving effect to such issuance, amendment or extension occurred (and whether the amount thereof changed), and the Issuing Bank will be permitted to issue, amend or extend such Letter of Credit if the Administrative Agent will not have advised the Issuing Bank that such issuance, amendment or extension would not be in conformity with the requirements of this Agreement;
 - (iii) on each Business Day on which such Issuing Bank makes any L/C Disbursement, the date of such L/C Disbursement and the amount of such L/C Disbursement;
 - (iv) on any Business Day on which the Borrower fails to reimburse an L/C Disbursement required to be reimbursed to such Issuing Bank on such day, the date of such failure and the amount of such L/C Disbursement; and
 - (v) on any other Business Day, such other information with respect to the outstanding Letters of Credit issued by such Issuing Bank as the Administrative Agent reasonably requests, including but not limited to prompt verification of such information as may be requested by the Administrative Agent.

Unless the Administrative Agent otherwise agrees, the failure of any Issuing Bank (other than the Administrative Agent or any affiliate thereof acting as an Issuing Bank) to comply with the provisions of this clause (13) with respect to any letter of credit will result in such letter of credit not being deemed a "Letter of Credit" hereunder and under the other Loan Documents.

- (14) Reallocation. If the Maturity Date in respect of any tranche of Revolving Facility Commitments occurs prior to the expiration of any Letter of Credit, then (i) if one or more other tranches of Revolving Facility Commitments in respect of which the Maturity Date shall not have occurred are then in effect, such Letters of Credit shall automatically be deemed to have been issued (including for purposes of the obligations of the Revolving Lenders to purchase participations therein and to make Revolving Loans and

payments in respect thereof pursuant to Section 2.05(5)) under (and ratably participated in by Lenders pursuant to) the Revolving Facility Commitments in respect of such non-terminating tranches up to an aggregate amount not to exceed the aggregate principal amount of the unutilized Revolving Facility Commitments thereunder at such time (it being understood that no partial face amount of any Letter of Credit may be reallocated); *provided*, in no event shall such reallocation cause a Lender's share of the Revolving Facility Commitment to exceed such Lender's Commitment, and (ii) to the extent not reallocated pursuant to the immediately preceding clause (i), the Borrower shall cash collateralize any such Letter of Credit in accordance with Section 2.05(11). If, for any reason, such cash collateral is not provided or reallocation does not occur, the Revolving Lenders under the maturing tranche shall continue to be responsible for their participating interests in the Letters of Credit. Except to the extent of reallocations of participations pursuant to clause (i) of the second preceding sentence, the occurrence of a Maturity Date with respect to a given tranche of Revolving Facility Commitments shall have no effect upon (and shall not diminish) the percentage participations of the Revolving Lenders in any Letter of Credit issued before such Maturity Date. Commencing with the Maturity Date of any tranche of Revolving Facility Commitments, the sublimit for Letters of Credit shall be agreed with the Lenders under the extended tranches.

SECTION 2.06 Funding of Borrowings.

- (1) Each Lender will make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 10:00 a.m., New York City time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders; *provided* that same-day ABR Loans will be made by each Lender on the proposed date thereof by wire transfer of immediately available funds by 3:00 p.m., New York City time. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an account of the Borrower as specified in the applicable Borrowing Request; *provided* that ABR Revolving Loans made to finance the reimbursement of an L/C Disbursement and reimbursements as provided in Section 2.05(5) will be remitted by the Administrative Agent to the applicable Issuing Bank.
- (2) Unless the Administrative Agent has received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (1) of this Section 2.06 and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand (without duplication) such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent at (a) in the case of such Lender, the greater of (i) the Federal Funds Rate and (ii) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (b) in the case of the Borrower, the interest rate applicable to ABR Loans at such time. If such Lender pays such amount to the Administrative Agent then such amount will constitute such Lender's Loan included in such Borrowing.

SECTION 2.07 Interest Elections.

- (1) Each Borrowing initially will be of the Type specified in the applicable Borrowing Request and, in the case of a Eurocurrency Revolving Facility Borrowing, will 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 Eurocurrency Revolving Facility Borrowing, may elect Interest Periods therefor, all as provided in this Section 2.07. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion will be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion will be considered a separate Borrowing.
- (2) To make an election pursuant to this Section 2.07 following the Closing Date, the Borrower will notify the Administrative Agent of such election by telephone (a) in the case of an election to convert to or continue a Eurocurrency Revolving Facility Borrowing, not later than 2:00 p.m., New York City time, three Business Days before the date of such election or (b) in the case of an election to convert to or continue an ABR Borrowing, not later than 1:00 p.m., New York City time, on such election date (which shall be a Business Day) (or in each case at such later date or time as the Administrative Agent may agree). Each such telephonic Interest Election Request will be confirmed promptly by hand delivery, facsimile transmission or e-mail to the Administrative Agent of a written Interest Election Request substantially in the form of Exhibit E and signed by the Borrower.
- (3) (a) Each telephonic and written Interest Election Request will be irrevocable and will specify the following information:
 - (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 will be specified for each resulting Borrowing);
 - (ii) the effective date of the election made pursuant to such Interest Election Request, which will be a Business Day;
 - (iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurocurrency Revolving Facility Borrowing; and
 - (iv) if the resulting Borrowing is a Eurocurrency Revolving Facility Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which will be a period contemplated by the definition of "Interest Period."

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- (b) If any such Interest Election Request requests a Eurocurrency Revolving Facility Borrowing but does not specify an Interest Period, then the Borrower will be deemed to have selected a Eurocurrency Revolving Facility Borrowing having an Interest Period of one month's duration.
- (4) Promptly following receipt of an Interest Election Request, the Administrative Agent will advise each applicable Lender of the details thereof and of such Lender's portion of each resulting Borrowing.
- (5) If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurocurrency Revolving Facility Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period, such Borrowing will be automatically converted into or continued as an ABR Borrowing.
- (6) Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the written request (including a request through electronic means) of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing, (a) no outstanding Borrowing may be converted to or continued as a Eurocurrency Revolving Facility Borrowing and (b) unless repaid, each Eurocurrency Revolving Facility Borrowing will be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

SECTION 2.08 Termination and Reduction of Commitments.

- (1) Unless previously terminated, the Commitments will terminate on the Maturity Date.
- (2) The Borrower may at any time terminate, or from time to time reduce, the Revolving Facility Commitments; *provided* that (i) each reduction of the Revolving Facility Commitments will be in an amount that is an integral multiple of \$500,000 and not less than \$1.0 million (or, if less, the remaining amount of the applicable Revolving Facility Commitments) and (ii) the Borrower will not terminate or reduce the Revolving Facility Commitments if, after giving effect to any concurrent prepayment of the Revolving Loans in accordance with Section 2.11, the Revolving Facility Credit Exposure would exceed the lesser of the total Revolving Facility Commitments and the Borrowing Base.
- (3) The Borrower will notify the Administrative Agent of any election to terminate or reduce the Revolving Facility Commitments under paragraph (2) of this Section 2.08 at least three Business Days prior to the date of such termination or reduction, specifying such election and the date thereof (or at such later date or time as the Administrative Agent may agree). Promptly following receipt of any notice, the Administrative Agent will advise the Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section 2.08 will be irrevocable; *provided* that a notice of termination of the Revolving Facility Commitments delivered by the Borrower may state that such notice is revocable or conditioned upon the effectiveness of other credit facilities or a specified transaction, in which case such notice may be revoked or extended by the Borrower (by notice to the Administrative Agent on or prior to the specified termination date). Any termination or reduction of the Commitments will be permanent. Each reduction of the Commitments will be made ratably among the Lenders in accordance with their respective Commitments.

SECTION 2.09 Promise to Pay; Evidence of Debt.

- (1) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Revolving Lender the then unpaid principal amount of each Revolving Loan on the Maturity Date.
- (2) Any Lender may request that Loans made by it be evidenced by a Note. In such event, the Borrower will prepare, execute and deliver to such Lender a Note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent and reasonably acceptable to the Borrower.
- (3) The Administrative Agent will maintain accounts in which it will record (a) the amount of each Loan to the Borrower made hereunder, the Type thereof and the Interest Period (if any) applicable thereto, (b) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (c) any amount received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof. The entries made in the accounts maintained pursuant to this paragraph (3) will be *prima facie* evidence of the existence and amounts of the obligations recorded therein; *provided* that the failure of the Administrative Agent to maintain such accounts or any error therein will not in any manner affect the obligations of the Borrower to repay the Obligations in accordance with the terms of this Agreement.

SECTION 2.10 Optional Repayment of Loans.

- (1) The Borrower will have the right at any time and from time to time to repay any Loan in whole or in part, without premium or penalty (but subject to Section 2.16), in an aggregate principal amount, (a) in the case of Eurocurrency Revolving Loans, that is an integral multiple of \$100,000 and not less than \$1.0 million, and (b) in the case of ABR Loans, that is an integral multiple of \$100,000 and not less than \$500,000, or, in each case, if less, the amount outstanding; *provided* that no portion of the principal of any Refinancing Term Loans may be prepaid prior to the Discharge of ABL Revolving Claims unless such prepayment is permitted under Section 6.11(1).
- (2) Prior to any repayment of any Revolving Loans, the Borrower will select the Borrowing or Borrowings to be repaid and will notify the Administrative Agent by telephone (confirmed by hand delivery, facsimile transmission or e-mail) of such selection not later than 2:00 p.m., New York City time, (a) in the case of an ABR Borrowing, one Business Day before the anticipated date of such repayment and (b) in the case of a Eurocurrency Revolving Facility Borrowing, three Business Days before the anticipated date of such repayment (or in each case, at such later date or time as the Administrative Agent may agree). Each repayment of a Borrowing will be applied to the Revolving Loans included in the repaid Borrowing such that each Revolving Lender receives its ratable share of such repayment (based upon the respective Revolving Facility Credit Exposures of the Revolving Lenders at the time of such repayment). Repayments of Eurocurrency Revolving Facility Borrowings will be accompanied by accrued interest on the amount repaid, together with any amounts due under Section 2.16.

SECTION 2.11 Mandatory Repayment of Loans.

- (1) Except for Overadvances permitted under Section 2.01, in the event the aggregate amount of the Revolving Facility Credit Exposure exceeds the Line Cap at such time, then the Borrower will within three (3) Business Days repay outstanding Revolving Loans, and, if there remains an excess after paying all Revolving Loans, cash collateralize Letters of Credit (in accordance with Section 2.05(11)) in an aggregate amount equal to such excess, in each case with no reduction in commitments.
- (2) In the event and on such occasion as the Revolving L/C Exposure exceeds the Letter of Credit Sublimit, the Borrower will within three (3) Business Days deposit cash collateral (in accordance with Section 2.05(11)) in an amount equal to such excess.
- (3) Upon the occurrence and during the continuance of a Cash Dominion Period, all amounts in the Dominion Account shall be applied by the Administrative Agent pursuant to Section 5.11(2).

SECTION 2.12 Fees.

- (1) The Borrower agrees to pay to the Administrative Agent, for the account of each Revolving Lender (other than any Defaulting Lender), a commitment fee (a “**Commitment Fee**”) on the average daily amount of the Available Unused Commitment of such Lender, which shall accrue at a rate per annum equal to the Applicable Commitment Fee Percentage during the period from and including the Closing Date to but excluding the earlier of the Maturity Date and any date on which the Commitments of all the Lenders are otherwise terminated as provided herein. Accrued Commitment Fees will be payable in arrears on the first (1st) Business Day after the end of each fiscal quarter of the Borrower, commencing with the fiscal quarter of the Borrower ending on June 30, 2018 and on each Maturity Date and any date on which the Commitments of all the Lenders are terminated as provided herein. All Commitment Fees will be computed on the basis of the actual number of days elapsed (including the first day but excluding the last day) in a year of 360 days.
- (2) The Borrower agrees to pay to:
 - (a) the Administrative Agent for the account of each Revolving Lender (other than any Defaulting Lender, it being understood that at any time the Issuing Bank has Fronting Exposure to such Defaulting Lender, the L/C Participation Fee with respect to such Fronting Exposure will be payable to the Issuing Bank for its own account), a fee with respect to its participation in each outstanding Letter of Credit (an “**L/C Participation Fee**”) on the daily aggregate L/C Amount, which shall accrue at a rate per annum equal to the Applicable Margin for Eurocurrency Revolving Loans during the period from and including the Closing Date to but excluding the earlier of the Maturity Date and any date on which the

Commitments of all the Lenders are otherwise terminated as provided herein. Accrued L/C Participation Fees will be payable in arrears on the first (1st) Business Day after the end of each fiscal quarter of the Borrower, commencing with the fiscal quarter of the Borrower ending on June 30, 2018 and on each Maturity Date and any date on which the Commitments of all the Lenders are terminated as provided herein.

- (b) each Issuing Bank, for its own account, (i) a fronting fee with respect to each Letter of Credit issued by such Issuing Bank at a rate per annum equal to the percentage separately agreed upon between the Borrower and such Issuing Bank (such rate per annum not to exceed 0.125%) on the daily L/C Amount with respect to such Letter of Credit, during the period from and including the date of issuance or extension (as applicable) of such Letter of Credit and to but excluding the date of termination of such Letter of Credit and (ii) such Issuing Bank's customary issuance fees and customary documentary and processing fees and charges (collectively, "**Issuing Bank Fees**"). All L/C Participation Fees and Issuing Bank Fees that are payable in Dollars on a per annum basis will be computed on the basis of the actual number of days elapsed (including the first day but excluding the last day) in a year of 360 days. Issuing Bank Fees accrued will be payable in arrears on the first (1st) Business Day after the end of each fiscal quarter of the Borrower, commencing with the fiscal quarter of the Borrower ending on June 30, 2018 and on each Maturity Date and any date on which the Commitments of all the Lenders are terminated as provided herein.
- (3) The Borrower agrees to pay to the Administrative Agent, for its own account, the "Agency Fee" in respect of the Revolving Facility set forth in the Agency Fee Letter at the times and on the terms specified therein or in such other amounts and at such other times as may be separately agreed in writing by the Administrative Agent and the Borrower from time to time (the "**Administrative Agent Fees**").
- (4) All Fees will be paid on the dates due and payable, in immediately available funds, to the Administrative Agent at the Payment Office for distribution, if and as appropriate, among the Lenders, except that Issuing Bank Fees will be paid directly to the applicable Issuing Banks. Once paid, none of the Fees will be refundable under any circumstances (except as expressly agreed between the Borrower and the Administrative Agent, including pursuant to the Agency Fee Letter).

SECTION 2.13 Interest.

- (1) The Loans comprising each ABR Borrowing will bear interest at the ABR *plus* the Applicable Margin.
- (2) The Loans comprising each Eurocurrency Revolving Facility Borrowing will bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing *plus* the Applicable Margin.

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- (3) Following the occurrence and during the continuation of a Specified Event of Default, the Borrower will pay interest on overdue amounts hereunder at a rate per annum equal to (a) in the case of overdue principal of, or interest on, any Loan, 2.0% *plus* the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section 2.13 or (b) in the case of any other overdue amount, 2.0% *plus* the rate applicable to ABR Loans as provided in clause (1) of this Section 2.13.
- (4) Accrued interest on each Loan will be payable by the Borrower in arrears (a) on each Interest Payment Date for such Loan; (b) on the applicable Maturity Date; and (c) upon termination of the Revolving Facility Commitments; *provided that*:
- (i) interest accrued pursuant to paragraph (3) of this Section 2.13 will be payable on demand;
 - (ii) in the event of any repayment or prepayment of any Loan (other than a repayment of an ABR Revolving Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid will be payable on the date of such repayment or prepayment; and
 - (iii) in the event of any conversion of any Eurocurrency Revolving Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan will be payable on the effective date of such conversion.
- (5) All interest hereunder will be computed on the basis of a year of 360 days, except that interest computed by reference to the ABR at times when the ABR is based on the prime rate will be computed on the basis of a year of 365 days (or 366 days in a leap year), and, in each case, will be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable ABR, Adjusted LIBO Rate or LIBO Rate will be determined by the Administrative Agent, and such determination will be conclusive absent manifest error.

SECTION 2.14 Alternate Rate of Interest.

- (1) If prior to the commencement of any Interest Period for a Eurocurrency Revolving Facility Borrowing:
- (a) the Administrative Agent determines (which determination will be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or the LIBO Rate, as applicable (including because the LIBO Screen Rate is not available or published on a current basis), for such Interest Period; or
 - (b) the Administrative Agent is advised by the Required Revolving Lenders and the Required Term Lenders that the Adjusted LIBO Rate or the LIBO Rate, as applicable, for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period;

then the Administrative Agent will give notice thereof to the Borrower and the Lenders by telephone, facsimile transmission or e-mail as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (a) any Interest Election Request that requests the conversion of any applicable Borrowing to, or continuation of any such Borrowing as, a Eurocurrency Revolving Facility Borrowing will be ineffective and such Borrowing will be converted to or continued as on the last day of the Interest Period applicable thereto an ABR Borrowing, and (b) if any Borrowing Request requests a Eurocurrency Revolving Facility Borrowing, such Borrowing will be made as an ABR Borrowing.

- (2) If at any time the Administrative Agent determines (which determination shall be conclusive absent manifest error) that (i) the circumstances set forth in clause (1)(a) have arisen and such circumstances are unlikely to be temporary or (ii) the circumstances set forth in clause (1)(a) have not arisen but the supervisor for the administrator of the LIBO Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the LIBO Screen Rate shall no longer be used for determining interest rates for loans, then the Administrative Agent and the Borrower shall endeavor to establish an alternate rate of interest to the LIBO Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time, and shall enter into an amendment (or amendment and restatement) to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable (but for the avoidance of doubt, such related changes shall not include a reduction of the Applicable Rate); *provided* that, if such alternate rate of interest as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement. Notwithstanding anything to the contrary in Section 10.08, such amendment (or amendment and restatement) shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within five Business Days of the date notice of such alternate rate of interest is provided to the Lenders, a written notice from the Required Revolving Lenders or the Required Term Lenders (as applicable) stating that such Required Revolving Lenders or Required Term Lenders (as applicable) object to such amendment (or amendment and restatement); *provided* that any such objection will only be effective with respect to the Revolving Loans or the Refinancing Term Loans (as applicable). Until an alternate rate of interest shall be determined in accordance with this clause (2) (but, in the case of the circumstances described in clause (ii) of the first sentence of this Section 2.11(2), only to the extent the LIBO Screen Rate for such Interest Period is not available or published at such time on a current basis), (x) any Interest Election Request that requests the conversion of any applicable Borrowing to, or continuation of any such Borrowing as, a Eurocurrency Revolving Facility Borrowing will be ineffective and (y) if any Borrowing Request requests a Eurocurrency Revolving Facility Borrowing, such Borrowing shall be made as an ABR Borrowing; *provided* that, if such alternate rate of interest shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement

SECTION 2.15 Increased Costs.

- (1) If any Change in Law:
 - (a) imposes, modifies or deems applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate) or Issuing Bank;
 - (b) imposes on any Lender or Issuing Bank or the London interbank market any other condition (other than Taxes) affecting this Agreement or Eurocurrency Revolving Loans made by such Lender or any Letter of Credit or participation therein; or
 - (c) subjects any Recipient to any Taxes (other than (i) Indemnified Taxes and (ii) Excluded Taxes) on its loans, loan principal, letters of credit, commitments or other obligations, or deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing is to increase the cost to such Lender of making or maintaining any Eurocurrency Revolving Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender or Issuing Bank of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender or Issuing Bank hereunder (whether of principal, interest or otherwise), then the Borrower will pay to such Lender or Issuing Bank, as applicable, such additional amount or amounts as will compensate such Lender or Issuing Bank, as applicable, for such additional costs incurred or reduction suffered.

- (2) If any Lender or Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or Issuing Bank's capital or on the capital of such Lender's or Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy or liquidity), then from time to time the Borrower will pay to such Lender or such Issuing Bank, as applicable, such additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.
- (3) A certificate of a Lender or an Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or Issuing Bank or its holding company, as applicable, as specified in paragraph (1) or (2) of this Section 2.15 will be delivered to the Borrower and will be conclusive absent manifest error. The Borrower will pay such Lender or Issuing Bank, as applicable, the amount shown as due on any such certificate within ten days after receipt thereof.

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- (4) Promptly after any Lender or any Issuing Bank has determined that it will make a request for increased compensation pursuant to this Section 2.15, such Lender or Issuing Bank will notify the Borrower thereof. Failure or delay on the part of any Lender or Issuing Bank to demand compensation pursuant to this Section 2.15 will not constitute a waiver of such Lender's or Issuing Bank's right to demand such compensation; *provided* that the Borrower will not be required to compensate a Lender or an Issuing Bank pursuant to this Section 2.15 for any increased costs or reductions incurred more than 180 days prior to the date that such Lender or Issuing Bank, as applicable, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or Issuing Bank's intention to claim compensation therefor; *provided, further*, that if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above will be extended to include the period of retroactive effect thereof.

SECTION 2.16 Break Funding Payments. Except as otherwise set forth herein, the Borrower will compensate each Lender for the actual out-of-pocket loss, cost and expense (excluding loss of anticipated profits) attributable to the following events:

- (1) the payment of any principal of any Eurocurrency Revolving Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default);
- (2) the conversion of any Eurocurrency Revolving Loan other than on the last day of the Interest Period applicable thereto;
- (3) the failure to borrow, convert, continue or prepay any Eurocurrency Revolving Loan on the date specified in any notice delivered pursuant hereto; or
- (4) the assignment of any Eurocurrency Revolving 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.

A certificate of any Lender setting forth in reasonable detail any amount or amounts that such Lender is entitled to receive pursuant to this Section 2.16 will be delivered to the Borrower and will be conclusive absent manifest error. The Borrower will pay such Lender the amount shown as due on any such certificate within ten days after receipt thereof.

SECTION 2.17 Taxes.

- (1) Any and all payments by or on account of any obligation of any Loan Party hereunder will be made free and clear of and without deduction for any Indemnified Taxes; *provided* that if a Loan Party is required to deduct any Indemnified Taxes from such payments, then (a) the sum payable will be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.17) the Administrative Agent or any Lender, as applicable, receives an amount equal to the amount it would have received had no such deductions been made; (b) such Loan Party will make such deductions; and (c) such Loan Party will timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

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- (2) In addition, the Loan Parties will pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.
- (3) Each Loan Party will, jointly and severally, indemnify the Administrative Agent and each Lender, within ten days after written demand therefor, for the full amount of any Indemnified Taxes paid by the Administrative Agent or such Lender (other than as a result of the Administrative Agent's or any Lender's gross negligence or willful misconduct) on or with respect to any payment by or on account of any obligation of such Loan Party hereunder (including Indemnified 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 were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to such Loan Party by a Lender, or by the Administrative Agent on its own behalf or on behalf of a Lender, will be conclusive absent manifest error.
- (4) As soon as practicable after any payment of Indemnified Taxes by a Loan Party to a Governmental Authority, such Loan Party will deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.
- (5)
- (a) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document will deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, will deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Sections 2.17(5)(b), 2.17(5)(c) and 2.17(6) below) will not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.
- (b) Without limiting the effect of Section 2.17(5)(a) above, each Foreign Lender will deliver to the Borrower and the Administrative Agent on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), two original copies of whichever of the following is applicable:

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- (i) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States of America is a party, (A) with respect to payments of interest under any Loan Document, executed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (or any subsequent versions thereof or successors thereto) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “interest” article of such tax treaty and (B) with respect to any other applicable payments under any Loan Document, Internal Revenue Service Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “business profits” or “other income” article of such tax treaty;
 - (ii) duly completed copies of Internal Revenue Service Form W-8ECI (or any subsequent versions thereof or successors thereto);
 - (iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 871(h) or 881(c) of the Code, (A) a certificate substantially in the form of the applicable Exhibit G to the effect that such Foreign Lender is not (1) a “bank” within the meaning of Section 881(c)(3)(A) of the Code; (2) a “10 percent shareholder” of the Borrower within the meaning of Section 871(h)(3) or Section 881(c)(3)(B) of the Code; or (3) a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “***U.S. Tax Compliance Certificate***”) and (B) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (or any subsequent versions thereof or successors thereto);
 - (iv) to the extent a Foreign Lender is not the beneficial owner, executed copies of Internal Revenue Service Form W-8IMY, accompanied by Internal Revenue Service Form W-8ECI, Internal Revenue Service Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit F-2 or Exhibit F-3, Internal Revenue Service Form W-9, and/or other certification documents from each beneficial owner, as applicable; *provided* that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit F-4 on behalf of each such direct and indirect partner; or
 - (v) any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in United States federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made.

In addition, in each of the foregoing circumstances, each Foreign Lender will deliver such forms, if legally entitled to deliver such forms, promptly upon the obsolescence, expiration or invalidity of any form previously delivered by such Foreign Lender. Each Foreign Lender will promptly notify the Borrower and the Administrative Agent at any time it determines that it is no longer in a position to provide any previously delivered certificate to the Borrower (or any other form of certification adopted by the United States of America or other taxing authorities for such purpose). In addition, each Lender that is not a Foreign Lender will deliver to the Borrower and the Administrative Agent two copies of Internal Revenue Service Form W-9 (or any subsequent versions thereof or successors thereto) on or before the date such Lender becomes a party and upon the expiration of any form previously delivered by such Lender. Notwithstanding any other provision of this paragraph, a Lender will not be required to deliver any form pursuant to this paragraph (5) that such Lender is not legally able to deliver;

- (c) JPM in its capacity as the Administrative Agent (and any Person succeeding the Administrative Agent upon assignment or succession under Section 9.09, if applicable) will also deliver, to the Borrower, on or prior to the execution and delivery of this Agreement, (i) two duly completed copies of Internal Revenue Service form W-9 with respect to any amounts payable to JPM for its own account (or other withholding certification as appropriate) and (ii) if applicable, two duly completed copies of Internal Revenue Service Form W-8IMY certifying that it is a "U.S. branch" and that the payments it receives for the account of others are not effectively connected with the conduct of its trade or business in the United States and that it is using such form as evidence of its agreement with the Borrower to be treated as a United States person with respect to such payments, with the effect that the Borrower can make payments to JPM (acting as the Administrative Agent) without deduction or withholding of any taxes imposed by the United States.
- (6) If a payment made to a Recipient under any Loan Document would be subject to a Tax imposed by FATCA if such Recipient 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 Recipient will deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Recipient has complied with such Recipient's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (6), "FATCA" will include any amendments made to FATCA after the date of this Agreement.

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

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- (7) If the Administrative Agent or any Lender determines, in its sole discretion, exercised in good faith, that it has received a refund (including a credit in lieu of a refund) of any Indemnified Taxes or Other Taxes as to which it has been indemnified by a Loan Party or with respect to which such Loan Party has paid additional amounts pursuant to this Section 2.17, it will pay over reasonably promptly such refund to such Loan Party (but only to the extent of indemnity payments made, or additional amounts paid, by such Loan Party under this Section 2.17 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender (including any Taxes imposed with respect to such refund) as is determined by the Administrative Agent or such Lender in good faith, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided* that such Loan Party, upon the request of the Administrative Agent or such Lender, agrees to repay as soon as reasonably practicable the amount paid over to such Loan Party (*plus* any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent, such Issuing Bank or such Lender is required to repay such refund to such Governmental Authority. This Section 2.17(7) will not be construed to require the Administrative Agent or any Lender to make available its Tax returns (or any other information relating to its Taxes which it deems, in good faith, to be confidential) to the Loan Parties or any other Person.
 - (8) Each party's obligations under this Section 2.17 will survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.
 - (9) For purposes of this Section 2.17, the term "applicable law" includes FATCA and the term "Lender" includes any Issuing Bank.

SECTION 2.18 Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

- (1) Unless otherwise specified, the Borrower will make each payment required to be made by it hereunder (whether of principal, interest, fees, reimbursement of L/C Disbursements or otherwise) prior to 2:00 p.m., New York City time, at the Payment Office, except payments to be made directly to the applicable Issuing Bank as expressly provided herein and except that (unless the Borrower, the Administrative Agent and the applicable Persons otherwise agree) payments pursuant to Sections 2.15, 2.16, 2.17 and 10.05 will be made directly to the Persons entitled thereto, on the date when due. All payments shall be 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. The Administrative Agent will distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof and will make settlements with the Lenders with respect to other payments at the times and in the manner provided in this Agreement. Except as otherwise provided herein, if any

payment hereunder is due on a day that is not a Business Day, the date for payment will be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon will be payable for the period of such extension. Any payment required to be made by the Administrative Agent hereunder will be deemed to have been made by the time required if the Administrative Agent, at or before such time, has 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.

- (2) [Reserved].
- (3) Except as otherwise provided in this Agreement, if (a) at any time insufficient funds are received by and available to the Administrative Agent from the Borrower to pay fully all amounts of principal, unreimbursed L/C Disbursements, interest and fees and other Obligations then due from the Borrower hereunder or (b) at any time during a Cash Dominion Period (including in connection with any termination of the Revolving Facility Commitments pursuant to Section 8.01) and the Administrative Agent or the Collateral Agent receives proceeds of Collateral, such funds will be applied,
- (i) *first*, toward payment of any expenses, fees and indemnities due to the Agents and each Issuing Bank hereunder;
 - (ii) *second*, toward payment of interest and fees then due from the Borrower hereunder with respect to any Revolving Facility Credit Exposure, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties;
 - (iii) *third*, toward payment of unreimbursed L/C Disbursements, Protective Advances and Overadvances then due from the Borrower hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal, unreimbursed L/C Disbursements, Protective Advances and Overadvances then due to such parties;
 - (iv) *fourth*, toward payment of other principal then due from the Borrower hereunder with respect to any Revolving Facility Credit Exposure, ratably among the parties entitled thereto in accordance with the amounts of such principal then due to such parties;
 - (v) *fifth*, if an Event of Default has occurred and is continuing, to cash collateralize Letters of Credit issued for the account of the Borrower or any Subsidiary in accordance with Section 2.05(11);
 - (vi) *sixth*, to pay any other Obligations (excluding any (x) Obligations with respect to Refinancing Term Loans, (y) Cash Management Obligations or (z) Specified Hedge Obligations) ratably among the parties thereto in accordance with such amounts so owed them;

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- (vii) *seventh* , to payment of obligations pursuant to Specified Hedge Agreements then due from the Borrower or any Subsidiary Loan Party, ratably among the parties entitled thereto in accordance with the amounts of obligations under such Specified Hedge Agreements then due to such parties;
 - (viii) *eighth* , to payment of Cash Management Obligations of the Borrower or any Subsidiary Loan Party then due from the Borrower or such Subsidiary Loan Party, ratably among the parties entitled thereto in accordance with the amounts of such Cash Management Obligations then due to such parties;
 - (ix) *ninth* , to payment of all other Obligations (other than those relating to Refinancing Term Loans) of the Borrower then due and payable, ratably among the parties entitled thereto in accordance with the amounts of such Obligations then due to such parties;
 - (x) *tenth* , toward payment of interest then due from the Borrower hereunder with respect to the Refinancing Term Loans, ratably among the parties entitled thereto in accordance with the amounts of interest then due to such parties;
 - (xi) *eleventh* , toward payment of principal then due from the Borrower hereunder with respect to the Refinancing Term Loans, ratably among the parties entitled thereto in accordance with the amounts of such principal then due to such parties; and
 - (xii) *twelfth* , to payment of all other Obligations of the Borrower then due and payable with respect to the Refinancing Term Loans, ratably among the parties entitled thereto in accordance with the amounts of such Obligations then due to such parties;

provided that the application of such proceeds at all times will be subject to the application of proceeds provisions contained in any applicable Intercreditor Agreement.

- (4) Except as otherwise provided in this Agreement and subject to express priorities set forth in Section 2.18(3) above, if any Lender, by exercising any right of set-off or counterclaim or otherwise, obtains payment in respect of any principal of or interest on any of its Revolving Loans or participations in L/C Disbursements resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Revolving Loans and participations in L/C Disbursements and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion will purchase (for cash at face value) participations in the Revolving Loans and participations in L/C Disbursements of other Lenders to the extent necessary so that the benefit of all such payments will be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Revolving Loans and participations in L/C Disbursements; *provided* that (a) if any such

participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations will be rescinded and the purchase price restored to the extent of such recovery, without interest, and (b) the provisions of this paragraph (4) will 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 Revolving Loans or participations in L/C Disbursements to any assignee or participant other than to the Borrower or any other Subsidiary or Affiliate thereof (as to which the provisions of this paragraph (4) apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

- (5) Subject to the priorities set forth in Section 2.18(3) above, if any Lender, by exercising any right of set-off or counterclaim or otherwise, obtains payment in respect of any principal of or interest on any of its Refinancing Term Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Refinancing Term Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion will purchase (for cash at face value) participations in the Refinancing Term Loans of other Lenders to the extent necessary so that the benefit of all such payments will be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Refinancing Term Loans; *provided* that (a) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations will be rescinded and the purchase price restored to the extent of such recovery, without interest, and (b) the provisions of this paragraph (5) will 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 Refinancing Term Loans to any assignee or participant other than to the Borrower or any other Subsidiary or Affiliate thereof (as to which the provisions of this paragraph (5) apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.
- (6) Unless the Administrative Agent has received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the applicable Issuing Bank hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the applicable Issuing Bank, as applicable, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the applicable Issuing Bank, as applicable, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank

with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

- (7) If any Lender fails to make any payment required to be made by it pursuant to Section 2.05(4) or (5), 2.06(2) or 2.18(6), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

SECTION 2.19 Mitigation Obligations: Replacement of Lenders.

- (1) 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, then such Lender will use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or 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 (a) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as applicable, in the future and (b) 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.
- (2) If any Lender requests compensation under Section 2.15 or is a Defaulting Lender, 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, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 10.04), all its interests, rights and obligations under this Agreement to an assignee that assumes such obligations (which assignee may be another Lender, if a Lender accepts such assignment); *provided* that (a) the Borrower shall have received the prior written consent of the Administrative Agent and the Issuing Bank, which consent shall not unreasonably be withheld, to the extent the consent of such Person would be required under Section 10.04 for an assignment of Loans or Commitments to such Person, (b) such Lender has received payment of an amount equal to the outstanding principal of its Loans and funded participations in L/C Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and (c) in the case of any such assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a reduction in such compensation or payments. No action by or consent of the Defaulting Lender will be necessary in connection with such removal or assignment. In connection with any such assignment, the Borrower, the Administrative Agent, the Defaulting Lender and the replacement Lender will otherwise comply with Section 10.04; *provided* that if such Defaulting

Lender does not comply with Section 10.04 within three Business Days after the Administrative Agent's or the Borrower's request, compliance with Section 10.04 will not be required to effect such assignment. Nothing in this Section 2.19 will be deemed to prejudice any rights that the Borrower may have against any Lender that is a Defaulting Lender.

- (3) If any Lender (such Lender, a “*Non-Consenting Lender*”) has failed to consent to a proposed amendment, waiver, discharge or termination that, pursuant to the terms of Section 10.08, requires the consent of such Lender and with respect to which the Required Lenders have granted their consent, then the Borrower will have the right (unless such Non-Consenting Lender grants such consent) at its sole expense, to replace such Non-Consenting Lender by deeming such Non-Consenting Lender to have assigned its Loans and its Commitments hereunder to one or more assignees reasonably acceptable to the Administrative Agent and the Issuing Bank to the extent the consent of such Person would be required under Section 10.04 for an assignment of Loans or Commitments to such Person; *provided* that (a) all Obligations of the Borrower owing to such Non-Consenting Lender (including accrued Fees and any amounts due under Section 2.15, 2.16 or 2.17) being removed or replaced will be paid in full to such Non-Consenting Lender concurrently with such assignment and (b) such Non-Consenting Lender will have received payment of an amount equal to the principal amount thereof *plus* accrued and unpaid interest thereon. No action by or consent of the Non-Consenting Lender will be necessary in connection with such removal or assignment, which will be immediately and automatically effective upon payment of such purchase price. In connection with any such assignment, the Borrower, the Administrative Agent, such Non-Consenting Lender and the replacement Lender will otherwise comply with Section 10.04; *provided* that if such Non-Consenting Lender does not comply with Section 10.04 within three Business Days after the Administrative Agent's or the Borrower's request therefor, compliance with Section 10.04 will 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 if any Governmental Authority has asserted after the Closing Date that it is unlawful, for any Lender or its applicable lending office to make or maintain any Eurocurrency Revolving Loans, then, upon notice thereof by such Lender to the Borrower through the Administrative Agent, any obligations of such Lender to make or continue Eurocurrency Revolving Loans or to convert ABR Borrowings to Eurocurrency Revolving Facility Borrowings will be suspended 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, the Borrower will upon demand from such Lender (with a copy to the Administrative Agent), either convert all Eurocurrency Revolving Facility Borrowings of such Lender to ABR Borrowings, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurocurrency Revolving Facility Borrowings to such day, or immediately, if such Lender may not lawfully continue to maintain such Loans. Upon any such prepayment or conversion, the Borrower will also pay accrued interest on the amount so prepaid or converted.

SECTION 2.21 Incremental Facilities.

- (1) Notice. At any time and from time to time, on one or more occasions, subject to the terms and conditions set forth herein, the Borrower may, by notice to the Administrative Agent, increase the Revolving Facility Commitments (each such increase, an “**Incremental Revolving Facility Increase**” or “**Incremental Facility**”, and such additional Revolving Facility Commitments, the “**Incremental Commitments**”).
- (2) Ranking. Any Incremental Commitments will (a) rank *pari passu* in right of payment with the Revolving Facility Claims and (b) be secured by the Collateral on a *pari passu* basis with the Revolving Facility Claims.
- (3) Size. The principal amount of commitments in respect of Incremental Revolving Facility Increases received pursuant to this Section 2.21 will not exceed, in the aggregate, an amount equal to \$200,000,000.

Each Incremental Revolving Facility Increase received pursuant to this Section 2.21 will be in an integral multiple of \$1.0 million and in a minimum aggregate principal amount of \$10.0 million (or such lesser minimum amount approved by the Administrative Agent); *provided* that such amount may be less than such minimum amount or integral multiple amount without the Administrative Agent’s consent if such amount represents all of the remaining availability in respect of Incremental Revolving Facility Increases available pursuant to this Section 2.21 at such time.

- (4) Incremental Lenders. Incremental Facilities may be provided by any existing Lender (it being understood that no existing Lender will have an obligation to provide any Incremental Facility), or any Additional Lender (collectively, the “**Incremental Lenders**”); *provided* that the Administrative Agent and each Issuing Bank at the time of effectiveness of such Incremental Facility shall have consented (such consent not to be unreasonably withheld, delayed or conditioned) to any Additional Lender’s provision of such Incremental Facility if such consent by such Person would be required under Section 10.04 for an assignment of Commitments or Loans to such Additional Lender. The existing Lenders will not have any right to participate in any arrangement of, and will not have any right of first refusal or other right to provide all or any portion of, any Incremental Facility except to the extent the Borrower and the arrangers thereof, if any, in their discretion, choose to invite or include any such existing Lender (which may or may not apply to all existing Lenders and may or may not be pro rata among existing Lenders). Final allocations in respect of any Incremental Facilities will be made by the Borrower together with the arrangers thereof, if any, in their discretion, in accordance with this Section 2.21.
- (5) Incremental Facility Amendments: Use of Proceeds. Each Incremental Facility will become effective pursuant to an amendment (which may, at the option of the Administrative Agent and the Borrower, be in the form of an amendment and restatement) (each, an “**Incremental Facility Amendment**”) to this Agreement and, as appropriate, the other Loan Documents, executed by the Borrower, the Administrative Agent and, with respect to any amendment (or amendment and restatement) of this Agreement, each Incremental Lender providing such Incremental Facility. Incremental Facility Amendments may, without the consent of any other Lenders, effect such

amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.21. The Administrative Agent will promptly notify each Lender as to the effectiveness of each Incremental Facility Amendment. Each of the parties hereto hereby agrees that, upon the effectiveness of any Incremental Facility Amendment, this Agreement and the other Loan Documents, as applicable, will be deemed amended (or amended and restated) to the extent (but only to the extent) necessary to reflect the existence and terms of the Incremental Facility evidenced thereby. This Section 2.21 shall supersede any provisions in Section 2.18 or 10.08 to the contrary. The Borrower and its Restricted Subsidiaries may use the proceeds of the Incremental Facility for any purpose not prohibited by this Agreement.

- (6) Conditions. The initial availability of any Incremental Facility will be subject solely to the following conditions, subject, for the avoidance of doubt, to Section 1.09, measured on the date of the initial incurrence under (or, as applicable, pursuant to Section 1.09, receipt of commitments with respect to) any such Incremental Facility:
- (a) no Event of Default shall have occurred and be continuing on the date such Incremental Facility is incurred or would exist immediately after giving effect thereto; *provided* that the condition set forth in this clause (a) may be waived or not required (other than with respect to any Specified Event of Default) by the Persons providing such Incremental Facility in connection with a Permitted Acquisition or other Investment permitted hereunder;
 - (b) the representations and warranties in the Loan Documents will be true and correct in all material respects (except for representations and warranties that are already qualified by materiality, which representations and warranties will be accurate in all respects) immediately prior to, and immediately after giving effect to, the incurrence of such Incremental Facility; *provided* that the condition set forth in this clause (b) may be waived or not required (other than with respect to the Specified Representations) in connection with a Permitted Acquisition or other Investment permitted hereunder; and
 - (c) such other conditions (if any) as may be required by the Incremental Lenders providing such Incremental Facility, unless such other conditions are waived by such Incremental Lenders.
- (7) Terms. Any Incremental Facility will be on the terms set forth in the Loan Documents, as amended by the applicable Incremental Facility Amendment; *provided* that (a) any Incremental Commitments will (x) rank *pari passu* in right of payment with the Revolving Facility Claims (y) be secured by Collateral on a *pari passu* basis with the Revolving Facility Claims and (z) be on terms and pursuant to documentation applicable to the Revolving Facility Commitments and will form a part of the existing Revolving Facility; *provided* that Applicable Margin and Applicable Commitment Fees, in each case, applicable to Revolving Facility Commitments and the Revolving Loans may be increased without the consent of any Lender, in connection with the incurrence of any Incremental Commitments such that the Applicable Margin and the Applicable

Commitment Fee Percentage of the Revolving Facility Commitments are identical to those of any Incremental Commitments; *provided, further*, that any commitment, arrangement, upfront or similar fees for such Incremental Commitments will be as determined by a Responsible Officer of the Borrower and the lenders providing such Incremental Commitments and (b) no Incremental Commitments may mature prior to the Maturity Date with respect to the Revolving Facility Commitments existing on the Closing Date.

- (8) Reallocation. Upon each Incremental Revolving Facility Increase in accordance with this Section 2.21:
- (a) each Revolving Lender immediately prior to such increase will automatically and without further act be deemed to have assigned to each Incremental Lender providing a portion of such increase, and each such Incremental Lender will automatically and without further act be deemed to have assumed a portion of such Revolving Lender's participations hereunder in outstanding Letters of Credit such that, after giving effect to each such deemed assignment and assumption of participations, the percentage of the aggregate outstanding participations hereunder in Letters of Credit held by each Revolving Lender will equal the percentage of the aggregate Revolving Facility Commitments of all Lenders represented by such Lender's Revolving Facility Commitment; and
 - (b) the Administrative Agent may, in consultation with the Borrower, take any and all actions as may be reasonably necessary to ensure that, after giving effect to such Lender's Incremental Commitments, the percentage of the aggregate Revolving Facility Commitments held by each Lender (including each such Incremental Lender) will equal the percentage of the aggregate Revolving Facility Commitments of all Lenders represented by such Lender's Revolving Facility Commitment, which may be accomplished, at the discretion of the Administrative Agent following consultation with the Borrower, by:
 - (i) requiring any outstanding Loans to be prepaid with the proceeds of a new Borrowing;
 - (ii) causing non-increasing Lenders to assign portions of their outstanding Loans to Incremental Revolving Lenders; or
 - (iii) a combination of the foregoing.

SECTION 2.22 Refinancing Amendments.

- (1) Refinancing Term Loans. At any time after the Closing Date, the Borrower may obtain from any Lender or any Additional Lender, at its election, Credit Agreement Refinancing Indebtedness in the form of term loans under a new term loan facility hereunder ("**Refinancing Term Loans**") pursuant to a Refinancing Amendment. All Refinancing Term Loans shall be secured on a pari passu basis with the Revolving Facility Claims; *provided* that (a) any payments in respect thereof shall be subordinated as required by this Agreement, including (without limitation) as set forth in Section 2.18(3) and (b) such Refinancing Term Loans shall be subject to the FILO Intercreditor Provisions.

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- (2) Refinancing Amendments. The effectiveness of any Refinancing Amendment will be subject only to the satisfaction on the date thereof of such of the conditions as may be requested by the providers of the Refinancing Term Loans. The Administrative Agent will promptly notify each Lender as to the effectiveness of each Refinancing Amendment. Each of the parties hereto hereby agrees that, upon the effectiveness of any Refinancing Amendment, this Agreement will be deemed amended (or amended and restated, as applicable) to the extent (but only to the extent) necessary to reflect the existence and terms of the Refinancing Term Loans incurred pursuant thereto (including any amendments necessary to treat the term loans subject thereto as Refinancing Term Loans).
 - (3) Required Consents. Any Refinancing Amendment may, without the consent of any Person other than the Administrative Agent, the Borrower and the Lenders or Additional Lenders providing the applicable Refinancing Term Loans, effect such amendments (or amendments and restatements) to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.22. This Section 2.22 supersedes any provisions in Section 10.08 to the contrary. The transactions contemplated by this Section 2.22 will not require the consent of any other Lender or any other Person, and the requirements of any provision of this Agreement (including Sections 2.11 and 2.18) or any other Loan Document that may otherwise prohibit any transaction contemplated by this Section 2.22 will not apply to any of the transactions effected pursuant to this Section 2.22.
 - (4) Providers of Refinancing Term Loans. Refinancing Term Loans may be provided by any existing Lender (it being understood that no existing Lender shall have an obligation to make all or any portion of any Refinancing Term Loan) or by any Additional Lender. It is understood that any Lender approached to provide all or a portion of Refinancing Term Loans may elect or decline, in its sole discretion, to provide such Refinancing Term Loans (it being understood that there is no obligation to approach any existing Lenders to provide any Refinancing Term Loans).

SECTION 2.23 Extensions of Loans and Revolving Commitments.

- (1) Extension Offers. Pursuant to one or more offers (each, an “*Extension Offer*”) made from time to time by the Borrower to all Lenders of Revolving Loans or all Refinancing Term Lenders (and with respect to any Extension Offer each Lender may, in its sole discretion, choose whether to accept or reject such Extension Offer), with a like Maturity Date, the Borrower may extend the Maturity Date of each such Lender’s Loans or Revolving Facility Commitments and otherwise modify the terms of such Loans or Revolving Facility Commitments pursuant to the terms of the relevant Extension Offer, including by increasing the interest rate or fees payable in respect to such Revolving Facility Commitments (each, an “*Extension*, ” and each group of Loans or Revolving Facility Commitments so extended, as well as the original Loans or Revolving Facility Commitments not so extended, being a “*tranche*”). Each Extension Offer will specify

the minimum amount of Revolving Facility Commitments with respect to which an Extension Offer may be accepted, which will be an integral multiple of \$1.0 million and an aggregate principal amount that is not less than \$10.0 million (or (a) if less, the aggregate principal amount of such Revolving Facility Commitments or (b) such lesser minimum amount as is approved by the Administrative Agent, such consent not to be unreasonably withheld, conditioned or delayed), and will be made on a *pro rata* basis to all Lenders having Revolving Facility Commitments with a like Maturity Date. If the aggregate outstanding principal amount of Loans and Revolving Facility Commitments (calculated on the face amount thereof) in respect of which Lenders have accepted an Extension Offer exceeds the maximum aggregate principal amount of Loans and Revolving Facility Commitments offered to be extended pursuant to an Extension Offer, then the Loans and Revolving Facility Commitments of such Lenders will be extended ratably up to such maximum amount based on the Revolving Facility Commitments of or the principal amounts (but not to exceed actual holdings of record) with respect to which the Lenders that have accepted such Extension Offer. There is no requirement that any Extension Offer or Extension Amendment (defined as follows) be subject to any “most favored nation” pricing provisions. The terms of an Extension Offer will be determined by the Borrower and an Extension Offer may contain one or more conditions to its effectiveness, including that a minimum amount of Loans or Revolving Facility Commitments or any or all applicable tranches be tendered.

- (2) Extension Amendments. The Lenders hereby irrevocably authorize the Administrative Agent to enter into amendments to this Agreement and the other Loan Documents (which may, at the option of the Administrative Agent and the Borrower, be in the form of an amendment and restatement of this Agreement or such Loan Document, as applicable) (an “**Extension Amendment**”) with the Borrower as may be necessary in order to establish new tranches in respect of Extended Commitments (and related Extended Loans) and such amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower in connection with the establishment of such new tranches, in each case, on terms consistent with this Section 2.23. This Section 2.23 supersedes any provisions in Section 2.18 or 10.08 to the contrary. Except as otherwise set forth in an Extension Offer, there will be no conditions to the effectiveness of an Extension Amendment. Extensions will not constitute a voluntary or mandatory payment or prepayment for purposes of this Agreement.
- (3) Terms of Extension Offers and Extension Amendments. The terms of any Extended Commitments (and related Extended Loans) will be set forth in an Extension Offer and as agreed between the Borrower and the Extending Lenders accepting such Extension Offer; *provided* that:
- (a) the final maturity date of such Extended Loans will be no earlier than the Latest Maturity Date applicable to the Revolving Loans or Revolving Facility Commitments subject to such Extension Offer;
 - (b) any Extended Loans or Revolving Facility Commitments may participate on a pro rata basis or less than pro rata basis (but not greater than a pro rata basis) in mandatory prepayments of Loans or mandatory terminations of Revolving Facility Commitments;

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- (c) such Extended Loans or Revolving Facility Commitments are not secured by any assets or property that does not constitute Collateral;
 - (d) such Extended Loans or Revolving Facility Commitments are not guaranteed by any Person other than a Subsidiary Loan Party; and
 - (e) the other terms and conditions applicable to the Extended Loans or Extended Commitments are (i) substantially identical to, or, taken as a whole, no more favorable to the lenders or holders providing such Extended Loans or Extended Commitments than those applicable to the Revolving Loans or Revolving Facility Commitments subject to such Extension Offer (except for covenants applicable only to periods after the Latest Maturity Date of the Revolving Loans or Revolving Facility Commitments subject to such Extension Offer) (*provided* that a certificate of a Responsible Officer delivered to the Administrative Agent at least four (4) Business Days (or such shorter period as may be agreed by the Administrative Agent) prior to the incurrence of such Extended Loans or Extended Commitments together with a reasonably detailed description of the material covenants and event of default of such Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the requirement of this clause (d) shall be conclusive evidence that such Indebtedness satisfies this clause (d) unless the Administrative Agent notifies the Borrower within such four (4) Business Day (or shorter) period that it disagrees with such determination (including a description of the basis upon which it disagrees)); *provided* that this clause (d) will not apply to (v) terms addressed in the preceding clauses (a) through (c), (x) interest rate, rate floors, fees, funding discounts and other pricing terms, (y) redemption, prepayment or other premiums, or (z) optional prepayment or redemption terms.

Any Extended Term Loans will constitute a separate tranche of Term Loans from the Term Loans held by Lenders that did not accept the applicable Extension Offer and such Extended Term Loans shall also be subject to the requirements set forth in Section 2.22 with regards to the terms and conditions applicable to Refinancing Term Loans.

- (4) Required Consents. No consent of any Lender or any other Person will be required to effectuate any Extension, other than the consent of the Administrative Agent (such consent not to be unreasonably withheld, delayed or conditioned), the Borrower and each Extending Lender participating in such Extension with respect to one or more of its Loans or Revolving Facility Commitments. The transactions contemplated by this Section 2.23 (including, for the avoidance of doubt, payment of any interest, fees or premium in respect of any Extended Loans or Extended Commitments on such terms as may be set forth in the relevant Extension Offer) will not require the consent of any other Lender or any other Person, and the requirements of any provision of this Agreement (including Sections 2.18 and 10.08) or any other Loan Document that may otherwise prohibit any such Extension or any other transaction contemplated by this Section 2.23 will not apply to any of the transactions effected pursuant to this Section 2.23.

SECTION 2.24 Defaulting Lenders.

- (1) 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:
- (a) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement is restricted as set forth in Section 10.08.
 - (b) Reallocation of Payments. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise), will be applied at such time or times as may be determined by the Administrative Agent as follows:
 - (i) *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder;
 - (ii) *second*, to the payment on a *pro rata* basis of any amounts owing by such Defaulting Lender to any Issuing Bank hereunder;
 - (iii) *third*, if so determined by the Administrative Agent or requested by the Issuing Bank, to be held as cash collateral for future funding obligations of such Defaulting Lender of any participation in any Letter of Credit;
 - (iv) *fourth*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent;
 - (v) *fifth*, if so determined by the Administrative Agent and the Borrower, to be held in a non-interest bearing deposit account and released in order to satisfy obligations of such Defaulting Lender to fund Revolving Loans under this Agreement;
 - (vi) *sixth*, to the payment of any amounts owing to the Lenders or the Issuing Banks as a result of any judgment of a court of competent jurisdiction obtained by any Lender or the Issuing Banks against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement;
 - (vii) *seventh*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Loan Parties as a result of any judgment of a court of competent jurisdiction obtained by the Loan Parties against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and

(viii) *eight* , to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction;

provided that if such payment is a payment of the principal amount of any Loans or L/C Disbursements in respect of which such Defaulting Lender has not fully funded its appropriate share, such payment will be applied solely to pay the Loans of, and L/C Disbursements owed to, all non-Defaulting Lenders on a *pro rata* basis prior to being applied to the payment of any Loans of, or L/C Disbursements owed to, such Defaulting Lender. Any payments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post cash collateral pursuant to this Section 2.24(1)(b) will be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

- (c) Certain Fees . Such Defaulting Lender (i) will not be entitled to receive any Commitment Fee pursuant to Section 2.12(1) or otherwise for any period during which that Lender is a Defaulting Lender (and the Borrower will not be required to pay any such fee that otherwise would have been required to have been paid to such Defaulting Lender) and (ii) will not be entitled to receive any L/C Participation Fee pursuant to Section 2.12(2) or otherwise for any period during which that Lender is a Defaulting Lender (although the Borrower will be required to pay any such L/C Participation Fee that otherwise would have been required to have been paid to such Defaulting Lender to the non-Defaulting Lenders or Issuing Banks, in accordance with (and to the extent of) any reallocation of Fronting Exposure to non-Defaulting Lenders or as may be retained by the Issuing Bank as cash collateral in accordance herewith, as the case may be).
- (d) Reallocation of Applicable Percentages to Reduce Fronting Exposure . During any period in which there is a Defaulting Lender, for purposes of computing the amount of the obligation of each non-Defaulting Lender to acquire, refinance or fund participations in Letters of Credit pursuant to Section 2.05, the “*Revolving Facility Percentage*” of each non-Defaulting Lender will be computed without giving effect to the Commitment of such Defaulting Lender; *provided* , that, each such reallocation will be given effect only to the extent such that the aggregate obligation of each non-Defaulting Lender to acquire, refinance or fund participations in Letters of Credit will not exceed the positive difference, if any, of (i) the Revolving Facility Commitment of such non-Defaulting Lender *minus* (ii) the aggregate outstanding amount of the Revolving Loans of such Defaulting Lender.
- (e) Elimination of Remaining Fronting Exposure . At any time that there exists a Defaulting Lender and the reallocation described in clause (d) above cannot, or can only partially, be effected, promptly upon the request of the Administrative Agent or any Issuing Bank, the Borrower will (without prejudice to any right or remedy available to it hereunder or under law) deliver cash collateral in an amount to be agreed between the Borrower and each applicable Issuing Bank, but no greater than 105% of the outstanding amount of the applicable Letters of

Credit to the Administrative Agent in accordance with the procedures set forth in Section 2.05(11) in an amount sufficient to cover all Fronting Exposure of the Revolving Facility L/C Exposure (after giving effect to Section 2.24(1)(d)) which will be held as security for the reimbursement obligations of the Borrower with respect to the Revolving Facility L/C Exposure.

- (2) **Defaulting Lender Cure**. If the Borrower, the Administrative Agent and the Issuing Banks agree in writing in their sole discretion that a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any cash collateral), such Lender will, to the extent applicable, purchase that portion of outstanding Revolving Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Revolving Loans and funded and unfunded participations in Letters of Credit to be held on a *pro rata* basis by the Lenders in accordance with their Revolving Facility Percentages (without giving effect to Section 2.24(1)(d)), whereupon such Lender will cease to be a Defaulting Lender; *provided* that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while such Lender was a Defaulting Lender; and *provided, further*, that, except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.
- (3) **Termination of Defaulting Lender**. The Borrower may terminate the unused amount of the Commitment of any Lender that is a Defaulting Lender upon not less than three Business Days' prior notice to the Administrative Agent (which shall promptly notify the Lenders thereof), and in such event the provisions of Section 2.24(1)(b) will apply to all amounts thereafter paid by the Borrower for the account of such Defaulting Lender under this Agreement (whether on account of principal, interest, fees, indemnity or other amounts); *provided* that such termination shall not be deemed to be a waiver or release of any claims any Loan Party, any Agent, any Issuing Bank or any Lender may have against such Defaulting Lender.

ARTICLE III

Representations and Warranties

To induce the Lenders to make any extension of credit hereunder on or after the Closing Date, the Borrower, with respect to itself and each of the Restricted Subsidiaries, represents and warrants (i) on the Closing Date solely to the extent set forth in Section 4.01(12) and (ii) thereafter, on the date of any Borrowing or any other extension of credit hereunder to the extent otherwise required hereunder (and subject, for the avoidance of doubt, to Section 1.09), each of the following to each Agent and to each of the Lenders:

SECTION 3.01 Organization; Powers. The Borrower and each Loan Party:

- (1) is a Person duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization (to the extent such status or an analogous concept applies to such an organization or in such jurisdiction);
- (2) has all requisite corporate or other organizational power and authority to own its property and assets and to carry on its business as now conducted;
- (3) is qualified to do business in each jurisdiction where such qualification is required, except where the failure to so qualify would not reasonably be expected to have a Material Adverse Effect; and
- (4) has the power and authority to execute, deliver and perform its obligations under each of the Loan Documents to which it is a party and each other agreement or instrument contemplated thereby to which it is a party.

SECTION 3.02 Authorization; No Contravention.

- (1) The execution, delivery and performance by the Loan Parties of each of the Loan Documents to which it is a party have been duly authorized by all necessary corporate or other organizational action.
- (2) The execution, delivery and performance by each Loan Party of each Loan Document to which such Loan Party is a party and the consummation of the Transactions will not:
 - (a) result in a breach or contravention of, or the creation of any Lien (other than any Liens created by the Loan Documents and Permitted Lien) upon the property or assets of such Loan Party or any of the Restricted Subsidiaries under (i) any Contractual Obligation to which such Loan Party is a party or affecting such Loan Party or the properties or assets of such Loan Party or any of its Restricted Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Loan Party or its property or assets is subject;
 - (b) violate applicable Law; or
 - (c) contravene the terms of its Organizational Documents;

except with respect to clauses (a) and (b) of this Section 3.02(2) as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

SECTION 3.03 Enforceability. This Agreement has been duly executed and delivered by the Borrower and constitutes, and each other Loan Document when executed and delivered by each Loan Party that is party thereto will constitute, a legal, valid and binding obligation of such Loan Party enforceable against each such Loan Party in accordance with its terms, subject to:

- (1) the effects of bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws (including Debtor Relief Laws) affecting creditors' rights generally;

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- (2) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);
 - (3) implied covenants of good faith and fair dealing; and
 - (4) any foreign laws, rules and regulations as they relate to pledges of Equity Interests in Non-U.S. Subsidiaries.

SECTION 3.04 Governmental Approvals. No material action, consent or approval of, registration or filing with or any other action by any Governmental Authority is or will be required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document, except for:

- (1) filings necessary to perfect the Liens on the Collateral granted by the Loan Parties in favor of the Secured Parties;
- (2) filings which may be required under Environmental Laws;
- (3) filings as may be required under the Exchange Act and applicable stock exchange rules in connection therewith;
- (4) such as have been made or obtained and are in full force and effect (except to the extent not required to be obtained, taken, given or made or in full force and effect pursuant to the Security Documents);
- (5) such actions, consents, approvals, registrations or filings the failure of which to be obtained or made would not reasonably be expected to have a Material Adverse Effect.

SECTION 3.05 Title to Properties; Liens. Each of the Borrower and the Subsidiary Loan Parties has valid fee simple title to, or valid leasehold interests in, or easements or other limited property interests in, all of its Real Properties and valid title to its personal property and assets, in each case, except for Permitted Liens or 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, in each case, except where the failure to have such title, interest or easement would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. All such properties and assets are free and clear of Liens, other than Permitted Liens.

SECTION 3.06 Subsidiaries. Schedule 3.06 sets forth as of the Closing Date and after giving effect to the Transactions, the name and jurisdiction of incorporation, formation or organization of the Borrower and each Restricted Subsidiary and, as to each Restricted Subsidiary, the percentage of each class of Equity Interests owned by the Borrower or by any other Subsidiary of the Borrower.

SECTION 3.07 Litigation; Compliance with Laws.

- (1) There are no actions, suits or proceedings, or, to the knowledge of the Borrower, 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 or affecting the Borrower or any Restricted Subsidiary or any business, property or rights (including any studies, tests or preclinical or clinical trials) of any such Person (excluding any actions, suits or proceedings arising under or relating to any Environmental Laws, which are subject to Section 3.13, but including in respect of any Health Care Law), in each case, which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.
- (2) To the knowledge of the Borrower, none of the Borrower, any Restricted Subsidiary or 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 subject to Section 3.13) or any restriction of record or agreement affecting any 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.
- (3) Each of the Borrower and its Restricted Subsidiaries have, and they and their products are in conformance with, all authorizations, approvals, licenses, permits, certificates, or exemptions required by the FDA or other Governmental Authority under the Healthcare Laws (the “**Healthcare Permits**”) to conduct their businesses as currently conducted or as reasonably anticipated, except where a failure to have or conform with such Healthcare Permits would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Neither the Borrower nor its Restricted Subsidiaries have received any written notice from the FDA or any other Governmental Authority that it is considering materially limiting, suspending, or revoking any Healthcare Permit (nor, to the knowledge of the Borrower, are any such actions threatened). The Borrower and its Restricted Subsidiaries have made all material notifications, modifications, submissions, and reports required to be made to the FDA or any other Governmental Authority under the Healthcare Permits and Healthcare Laws, and to the knowledge of the Borrower, all such notifications, modifications, submissions, or reports were true, complete, and correct in all material respects.
- (4) In the past two years: (i) all products manufactured, tested, investigated, marketed, sold or distributed by or on behalf of the Borrower and its Restricted Subsidiaries have been and are in compliance in all material respects with all applicable Healthcare Laws and any other applicable Laws; (ii) neither the Borrower nor its Restricted Subsidiaries have received any written warning letter or other written notice regarding a material violation of any Healthcare Laws, nor are they subject to any continuing material obligation arising under any warning letter or other notice of material violation of any Healthcare Laws; and (iii) except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, no product manufactured, marketed, sold or distributed by or on behalf of the Borrower and its Restricted Subsidiaries has been seized, withdrawn, recalled, subject to a detention order, safety alert or suspension by the FDA or other Governmental Authority and, to the knowledge of the Borrower, there are no facts or circumstances (including pending or threatened proceedings) reasonably likely to cause any of the foregoing.

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- (5) Neither the Borrower nor its Restricted Subsidiaries nor, to the knowledge of the Borrower, any of their respective officers, directors, employees, agents or contractors have been excluded or debarred from any federal healthcare program (including without limitation Medicare or Medicaid).

SECTION 3.08 Federal Reserve Regulations.

- (1) None of the Borrower or any Restricted Subsidiary is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying Margin Stock.
- (2) No part of the proceeds of any Loan or Letter of Credit will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, (i) to purchase or carry Margin Stock or to extend credit to others for the purpose of purchasing or carrying Margin Stock or to refund Indebtedness originally incurred for such purpose or (ii) for any purpose that entails a violation of, or that is inconsistent with, the provisions of the Regulations of the Board, including Regulation U or Regulation X.

SECTION 3.09 Investment Company Act. None of the Borrower or any Subsidiary Loan Party is an “investment company” as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended.

SECTION 3.10 Use of Proceeds. The Borrower shall use the proceeds of the Revolving Loans, and may request the issuance of Letters of Credit, for working capital and other general corporate purposes (including for capital expenditures, Permitted Investments, Restricted Payments and the repayment or refinancing of Indebtedness, in each case to the extent not prohibited hereunder and any other uses not prohibited by the Loan Documents).

SECTION 3.11 Tax Returns. Except as set forth on Schedule 3.11:

- (1) Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, each of the Borrower and the Restricted 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; and
- (2) Each of the Borrower and the Restricted Subsidiaries has timely paid or caused to be timely paid (a) all Taxes shown to be due and payable by it on the returns referred to in clause (1) of this Section 3.11 and (b) all other Taxes or assessments (or made adequate provision (in accordance with GAAP) for the payment of all Taxes due) with respect to all periods or portions thereof ending on or before the Closing Date, which Taxes, if not paid or adequately provided for, would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, in each case except Taxes or assessments that are being contested in good faith by appropriate proceedings and for which, if applicable, the Borrower or any Restricted Subsidiary (as the case may be) has set aside on its books adequate reserves in accordance with GAAP.

SECTION 3.12 No Material Misstatements.

- (1) All written factual information and written factual data (other than the Projections, estimates and information of a general economic or industry specific nature) concerning the Borrower or any Restricted Subsidiary that has been made available to the Administrative Agent or the Lenders, directly or indirectly, by or on behalf of the Borrower or any Restricted Subsidiary in connection with the Transactions, when taken as a whole and after giving effect to all supplements and updates provided thereto, is correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made.
- (2) The Projections that have been made available to the Administrative Agent or the Lenders by or on behalf of the Borrower in connection with the Transactions, when taken as a whole, have been prepared in good faith based upon assumptions that are believed by the Borrower to be reasonable at the time made and at the time delivered to the Administrative Agent or the Lenders, it being understood by the Administrative Agent and the Lenders that:
 - (a) the Projections are merely a prediction as to future events and are not to be viewed as facts;
 - (b) the Projections are subject to significant uncertainties and contingencies, many of which are beyond the control of the Borrower or Impax;
 - (c) no assurance can be given that any particular Projections will be realized; and
 - (d) actual results may differ and such differences may be material.

SECTION 3.13 Environmental Matters. Except as set forth on Schedule 3.13 or as to matters that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

- (1) each of the Borrower and the Restricted Subsidiaries is in compliance with all Environmental Laws (including having obtained and complied with all permits, licenses and other approvals required under any Environmental Law for the operation of its business);
- (2) none of the Borrower or any Restricted Subsidiary has received notice of or is subject to any pending, or to the Borrower's knowledge, threatened action, suit or proceeding alleging a violation of, or liability under, any Environmental Law that remains outstanding or unresolved;
- (3) to the Borrower's knowledge, no Hazardous Material is located at, on or under any property currently or formerly owned, operated or leased by the Borrower or any Restricted Subsidiary and no Hazardous Material has been generated, owned, treated, stored, handled or controlled by the Borrower or any Restricted Subsidiary and transported to or Released at any location which, in each case, described in this clause (3), would reasonably be expected to result in liability to the Borrower or any Restricted Subsidiary; and

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- (4) there are no agreements in which the Borrower or any Restricted Subsidiary has expressly assumed or undertaken responsibility for any known or reasonably anticipated liability or obligation of any other Person arising under or relating to Environmental Laws or Hazardous Materials.

SECTION 3.14 Security Documents.

- (1) Except as otherwise contemplated hereunder or under any other Loan Documents, the Collateral Agreement is effective to create in favor of the Collateral Agent (for the benefit of the Secured Parties) legal and valid Liens on the Collateral described therein; and when financing statements in appropriate form are filed in the offices specified on Schedule III to the Collateral Agreement, a short form grant of security interest in Intellectual Property Rights (in substantially the form of Exhibit II to the Collateral Agreement (for trademarks), Exhibit III to the Collateral Agreement (for patents) or Exhibit IV to the Collateral Agreement (for copyrights)) is properly filed in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and the Pledged Collateral described in the Collateral Agreement is delivered to the Collateral Agent, the Liens on the Collateral granted pursuant to the Collateral Agreement will constitute fully perfected Liens on all right, title and interest of the grantors in such Collateral in which (and to the extent) a security interest can be perfected under Article 9 of the Uniform Commercial Code, in each case prior to and superior in right of the Lien of any other Person (subject to Permitted Liens).
- (2) Notwithstanding anything herein (including this Section 3.14) or in any other Loan Document to the contrary, neither the Borrower nor any other Loan Party makes any representation or warranty (a) as to the effects of perfection or non-perfection, the priority or enforceability of any pledge of or security interest in any Excluded Assets or (b) as to the effects of perfection or non-perfection, the priority or enforceability of any pledge of or security interest in any Equity Interests of any Non-U.S. Subsidiary, or as to the rights and remedies of the Agents or any Lender with respect thereto, under foreign law.

SECTION 3.15 Location of Real Property and Leased Premises.

- (1) Schedule 3.15(1) correctly identifies, in all material respects, as of the Closing Date, all material Real Property owned in fee by the Loan Parties. As of the Closing Date, the Loan Parties own in fee all the Real Property set forth as being owned by them on Schedule 3.15(1).
- (2) Schedule 3.15(2) lists correctly in all material respects, as of the Closing Date, all material Real Property leased by any Loan Party and the addresses thereof. As of the Closing Date, the Loan Parties have in all material respects valid leases in all material Real Property set forth as being leased by them on Schedule 3.15(2).

SECTION 3.16 Solvency. On the Closing Date, after giving effect to the consummation of the Transactions, including the Borrowing of the Loans hereunder, if applicable, and after giving effect to the application of the proceeds of such Loans, if applicable:

- (1) the fair value of the assets of the Borrower and its Restricted Subsidiaries, on a consolidated basis, exceeds their debts and liabilities (subordinated, contingent or otherwise), on a consolidated basis;
- (2) the present fair saleable value of the property of the Borrower and its Restricted 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), on a consolidated basis, as such debts and other liabilities become absolute and matured;
- (3) the Borrower and its Restricted Subsidiaries, on a consolidated basis, are able to pay their debts and liabilities (subordinated, contingent or otherwise), on a consolidated basis, as such liabilities become absolute and matured; and
- (4) the Borrower and its Restricted 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 this Section 3.16, 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 3.17 Financial Statements; No Material Adverse Effect.

- (1) The consolidated balance sheets of the Borrower and its consolidated subsidiaries and of Impax and its consolidated subsidiaries as at December 31, 2017, and related statements of operations and cash flows of the Borrower and its consolidated subsidiaries and Impax and its consolidated set forth in the PIPE Registration Statement fairly present in all material respects the financial condition of each of the Borrower and Impax, as applicable, and their respective Subsidiaries as of the dates thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the periods covered thereby, except as otherwise expressly noted therein.
- (2) The unaudited *pro forma* condensed combined financial information and explanatory notes of Amneal Inc. set forth in the PIPE Registration Statement, prepared after giving effect to the Transactions as if the Transactions had occurred on December 31, 2017 (in the case of such balance sheet) or at the beginning of such period (in the case of the statement of operations), copies of which have heretofore been furnished to the Administrative Agent, have been prepared in good faith, based on assumptions believed by the Borrower to be reasonable as of the date of delivery thereof, and present fairly in all material respects on a *pro forma* basis the estimated financial position of Amneal Inc. and its Subsidiaries as of December 31, 2017 and their estimated results of operations for the period covered thereby.

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- (3) Since December 31, 2017, there has been no event that has had, or would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.
 - (4) The forecasts of consolidated balance sheets and income statements of the Borrower and its Subsidiaries which have been furnished to the Administrative Agent prior to the Closing Date, when taken as a whole, have been prepared in good faith on the basis of the assumptions stated therein, which assumptions were believed to be reasonable at the time furnished, it being understood that (i) no forecasts are to be viewed as facts, (ii) any forecasts are subject to significant uncertainties and contingencies, many of which are beyond the control of the Borrower, Impax and their respective Subsidiaries and Affiliates, (iii) no assurance can be given that any particular forecasts will be realized and (iv) actual results may differ and such differences may be material.

SECTION 3.18 Insurance. Schedule 3.18 sets forth a true, complete and correct description of all material insurance maintained by or on behalf of the Borrower or any Restricted Subsidiary as of the Closing Date. As of such date, such insurance is in full force and effect.

SECTION 3.19 USA PATRIOT Act; Anti-Corruption; Sanctions.

- (1) To the extent applicable, each of the Borrower and the Restricted Subsidiaries is in compliance, in all material respects, with the USA PATRIOT Act.
- (2) No part of the proceeds of the Loans will be used by the Borrower or any of the Restricted Subsidiaries, directly or indirectly, (i) for any payments to any governmental official or employee, political party, official of a political party, candidate for political office or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of Anti-Corruption Laws, or (ii) in any manner that would result in the violation of any applicable Sanctions.
- (3) None of the Borrower or any Restricted Subsidiary, nor any of their respective directors or officers, nor, to the knowledge of the Borrower or any Restricted Subsidiary, any of their respective agents and employees, is any of the following:
 - (a) a Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing effective September 24, 2001 (the “*Executive Order*”);
 - (b) a Person owned or Controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;
 - (c) a Person with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any laws with respect to terrorism or money laundering;
 - (d) a Person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order; or

(e) a Sanctioned Person.

- (4) The Borrower and the Restricted Subsidiaries, and their respective officers and directors, and, to the knowledge of the Borrower or any Restricted Subsidiary, their respective employees and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects and are not knowingly engaged in any activity that could reasonably be expected to result in the Borrower or any Restricted Subsidiary being designated as a Sanctioned Person.
- (5) The Borrower has implemented and maintains in effect policies and procedures reasonably designed to ensure compliance in all material respects by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

SECTION 3.20 Intellectual Property Rights; Licenses, Etc. Except as would not reasonably be expected to have a Material Adverse Effect:

- (1) the Borrower and each Restricted Subsidiary owns, or possesses the right to use, all of the patents, patent rights, inventions, know-how, trademarks, service marks, trade names, copyrights or mask works, domain names, trade secrets and other intellectual property rights (collectively, “**Intellectual Property Rights**”) that are reasonably necessary for the operation of their respective businesses (provided the foregoing shall not be construed as a warranty with respect to non-infringement of third party intellectual property rights);
- (2) to the knowledge of the Borrower or any Restricted Subsidiary, neither the Borrower nor any of the Restricted Subsidiaries nor any Intellectual Property Rights, product, process, method, substance, part or other material now made, used, employed, sold or offered for sale by the Borrower or the Restricted Subsidiaries, nor the business of the Borrower or any of the Restricted Subsidiaries is infringing upon, misappropriating or otherwise violating Intellectual Property Rights of any Person, but excluding any (i) infringement of any Intellectual Property Rights caused by the filing of any abbreviated new drug application for a product filed with the FDA pursuant to §505(j) of the United States Federal Food, Drug, and Cosmetic Act, as amended from time to time (the “FFDCA”) or by the filing of any new drug application for a product filed with the FDA pursuant to §505(b)(2) of the FFDCA and (ii) infringement of any Intellectual Property Rights alleged pursuant to a Paragraph IV Proceeding for which a Paragraph IV Certification Notice has been made; and
- (3) no claim or litigation (including any cease and desist letters) regarding any of the foregoing in (1) or (2) is pending or, to the knowledge of the Borrower, threatened. The representations set forth in Section 3.20(2) and this Section 3.20(3) are the only representations given by the Borrower (including on behalf of its Restricted Subsidiaries) with respect to non-infringement of Intellectual Property Rights.

SECTION 3.21 Employee Benefit Plans. Except as would not reasonably be expected to have a Material Adverse Effect, the Borrower and each of its ERISA Affiliates are in compliance in all material respects with the applicable provisions of ERISA and the Code and the regulations and published interpretations thereunder. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events, would reasonably be expected to have a Material Adverse Effect. Except as would not reasonably be expected to have a Material Adverse Effect, the present value of all accumulated benefit obligations under all Plans (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of such Plans, in the aggregate.

SECTION 3.22 Labor Matters. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (1) there are no strikes or other labor disputes against any of the Borrower or its Restricted Subsidiaries pending or, to the knowledge of the Borrower, threatened and (2) hours worked by and payment made based on hours worked to employees of each of the Borrower or its Restricted Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Laws dealing with wage and hour matters.

SECTION 3.23 Borrowing Base Certificate. At the time of delivery of each Borrowing Base Certificate, assuming that any eligibility criteria that requires the approval or satisfaction of the Administrative Agent has been approved by or is satisfactory to the Administrative Agent, each material Account reflected therein as eligible for inclusion in the Borrowing Base is an Eligible Account, the material Inventory reflected therein as eligible for inclusion in the Borrowing Base constitutes Eligible Inventory and the cash and Cash Equivalents reflected therein as eligible for inclusion in the Borrowing Base constitute Eligible Cash.

ARTICLE IV

Conditions of Lending

SECTION 4.01 Closing Date Conditions Precedent. The obligations of (a) the Lenders to make Loans and (b) any Issuing Bank to issue Letters of Credit or amend, extend, reinstate or renew Letters of Credit hereunder (each, a “*Credit Event*”) is subject solely to the satisfaction or waiver by the Administrative Agent, of the following conditions precedent:

- (1) Loan Documents. The Administrative Agent shall have received (a) this Agreement duly executed and delivered by a Responsible Officer of the Borrower, (b) the Collateral Agreement duly executed and delivered by a Responsible Officer of the Borrower and its Restricted Subsidiaries that are Subsidiary Loan Parties (including the related short form grants of security interest in Intellectual Property Rights duly executed and delivered by a Responsible Officer of each applicable Loan Party) and (c) an acknowledgment to the Closing Date Intercreditor Agreement duly executed and delivered by a Responsible Officer of the Borrower and its Restricted Subsidiaries that are Subsidiary Loan Parties.
- (2) Borrowing Request. On or prior to the Closing Date, the Administrative Agent shall have received a Borrowing Request.

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- (3) Acquisition Transactions. Prior to or substantially concurrently with the initial extension of credit hereunder on the Closing Date:
- (a) the Acquisition will be consummated pursuant to the Acquisition Agreement, and no provision thereof shall have been amended, modified or waived, and no consent shall have been given thereunder, in each case in any manner materially adverse to the interests of the Lenders without the prior written consent of the Arrangers (it being understood and agreed that any modification, amendment, consent or waiver of the definition of “Impax Material Adverse Effect” contained in the Acquisition Agreement as in effect on October 17, 2017 shall be deemed to be materially adverse to the interests of the Lenders); and
 - (b) the Closing Date Refinancing will be consummated.
- (4) Fees. Payment of all (a) Fees required to be paid on the Closing Date pursuant to the Fee Letters and (b) reasonable (and reasonably documented) out-of-pocket expenses required to be paid on the Closing Date pursuant to the Commitment Letter, in each case to the extent invoiced in reasonable detail at least three (3) Business Days prior to the Closing Date (except as otherwise reasonably agreed by the Borrower).
- (5) Solvency Certificate. The Administrative Agent shall have received a solvency certificate substantially in the form attached hereto as Exhibit C.
- (6) Closing Date Certificates. The Administrative Agent shall have received such certificates of good standing from the applicable secretary of state (or other similar Governmental Authority) of the jurisdiction of organization of the Borrower and its Restricted Subsidiaries that are Subsidiary Loan Parties as of the Closing Date, customary resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of the Borrower and its Restricted Subsidiaries that are Subsidiary Loan Parties as of the Closing Date evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which it is a party or is to be a party on the Closing Date, the Organizational Documents of each such Loan Party and, in the case of the Borrower including certification by a Responsible Officer of the Borrower that the conditions specified in clauses (3), (9) and (12) of this Section 4.01 have been or substantially concurrent with the initial extension of credit hereunder on the Closing Date will be satisfied;
- (7) Legal Opinions. The Administrative Agent shall have received a customary legal opinion of Latham & Watkins LLP, special counsel to the Loan Parties.
- (8) Pledged Equity Interests. Except as otherwise agreed by the Administrative Agent, the Borrower shall have confirmed to the Administrative Agent that prior to or substantially concurrently with the initial extension of credit hereunder on the Closing Date, the Term Agent shall have received (a) to the extent delivered to the Borrower pursuant to the terms of the Closing Date Refinancing and constituting Collateral, the certificates representing the Equity Interests (if such Equity Interests are certificated) of the Borrower

and its Wholly Owned U.S. Subsidiaries that are Material Subsidiaries and (b) to the extent delivered to the Borrower pursuant to the terms of the Acquisition Agreement and constituting Collateral, the certificates representing the Equity Interests (if such Equity Interests are certificated) of Impax and its Wholly Owned U.S. Subsidiaries that are Material Subsidiaries, in each case to the extent such Equity Interests are required to be pledged pursuant to the Collateral Agreement, together with a customary stock power for each such certificate executed in blank.

- (9) No Material Adverse Effect. Since the date of the Acquisition Agreement, there shall not have been any change, effect, event, circumstance, occurrence or state of facts that has had or would reasonably be expected to have, individually or in the aggregate, an Impax Material Adverse Effect (as defined in the Acquisition Agreement as in effect on October 17, 2017).
- (10) Registration Statement. The Registration Statement (as defined in the Acquisition Agreement as of October 17, 2017) shall have been declared effective under the Securities Act (as defined in the Acquisition Agreement as of October 17, 2017).
- (11) Know Your Customer and Other Required Information. All outstanding documentation and other information about the Loan Parties required under applicable “know your customer” and anti-money laundering rules and regulations, as has been reasonably requested in writing by the Administrative Agent at least ten (10) Business Days prior to the Closing Date, will be provided not later than the date that is two (2) Business Days prior to the Closing Date.
- (12) Representations and Warranties. Subject to the Certain Funds Provisions, the Specified Acquisition Agreement Representations and Specified Representations will be true and correct in all material respects; *provided* that the failure of a Specified Acquisition Agreement Representation to be true and correct will not result in a failure of a condition precedent under this Article IV unless such failure results in a failure of a condition precedent to the Borrower’s (or its Affiliates’) obligation to consummate the Acquisition pursuant to the terms of the Acquisition Agreement or such failure gives the Borrower the right (taking into account any applicable cure provisions) to terminate its obligations under the Acquisition Agreement.

There are no conditions, implied or otherwise, to the making of the initial extension of credit on the Closing Date other than as set forth in the preceding clauses (1) through (12) and upon satisfaction or waiver by the Administrative Agent of such conditions the initial Credit Extension on the Closing Date, if any, will be made by the Lenders. For purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received written notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

SECTION 4.02 All Credit Events After the Closing Date. Except as set forth in Section 2.21(6), 2.22(2) and 2.23(2) and subject to Section 1.09, each Credit Event after the Closing Date is subject solely to the satisfaction or waiver of the following conditions precedent:

- (1) The Administrative Agent shall have received, in the case of a Borrowing, a Borrowing Request as required by Section 2.03 (or a Borrowing Request shall have been deemed given in accordance with Section 2.03(4)) or, in the case of the issuance of a Letter of Credit, the applicable Issuing Bank and the Administrative Agent shall have received a notice requesting the issuance of such Letter of Credit (and if requested by such Issuing Bank, a letter of credit application) as required by Section 2.05(2).
- (2) The representations and warranties set forth in the Loan Documents will be true and correct in all material respects (or, in the case of any representations and warranties qualified by materiality or Material Adverse Effect, in all respects) as of such date, as applicable, with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties will be true and correct in all material respects (or, in the case of any representations and warranties qualified by materiality or Material Adverse Effect, in all respects) as of such earlier date).
- (3) At the time of and immediately after any Borrowing or issuance, amendment, extension or renewal of a Letter of Credit (other than an amendment, extension not beyond the Maturity Date, or renewal of a Letter of Credit without any increase in the stated amount thereof), as applicable, no Default or Event of Default shall have occurred and be continuing or would result therefrom.
- (4) At the time after such Borrowing or issuance, amendment, extension or renewal of a Letter of Credit, as applicable, the sum of, without duplication, of Revolving Loans, unreimbursed drawings under Letters of Credit and the face amount of undrawn amount of outstanding Letters of Credit does not exceed the Line Cap.

Each such Credit Event occurring after the Closing Date will be deemed to constitute a representation and warranty by the Borrower on the date of such Credit Event as to the matters specified in paragraphs (2), (3) and (4) of this Section 4.02.

There are no conditions, implied or otherwise, to the making of Loans after the Closing Date other than as set forth in the preceding clauses (1) through (4) of Section 4.02 and upon satisfaction or waiver of such conditions Loans will be made by the Lenders and any applicable Letters of Credit will be issued, amended, extended or renewed.

ARTICLE V

Affirmative Covenants

The Borrower covenants and agrees with each Lender that so long as this Agreement is in effect and until the Commitments have been terminated and the Obligations have been Paid in Full, unless the Required Lenders otherwise consent in writing, the Borrower will, and will cause each Restricted Subsidiary, to:

SECTION 5.01 Existence, Businesses and Properties.

- (1) Preserve, renew and keep in full force and effect its legal existence under the Laws of the jurisdiction of its incorporation or organization, except:
 - (a) in the case of a Restricted Subsidiary, where the failure to do so would not reasonably be expected to have a Material Adverse Effect; or
 - (b) in connection with a transaction permitted under Section 6.05.
- (2) (a) Do or cause to be done all things reasonably necessary to lawfully obtain, preserve, renew, extend and keep in full force and effect the permits, franchises, authorizations, Intellectual Property Rights, licenses and rights with respect thereto material to the normal conduct of its business (including the Permits) and (b) maintain 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 and casualty or condemnation excepted), in each case, except:
 - (i) as expressly permitted by this Agreement;
 - (ii) such as may expire, be abandoned or lapse in the ordinary course of business; or
 - (iii) where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

SECTION 5.02 Insurance.

- (1) Maintain, with insurance companies that the Borrower reasonably believes in good faith to be financially sound and reputable at the time the relevant coverage is placed or renewed, or with a Captive Insurance Subsidiary, insurance (including property, casualty and general liability) in such amounts (after giving effect to any self-insurance reasonable and customary for similarly situated Persons engaged in the same or similar businesses as the Borrower and the Restricted Subsidiaries) and against such risks as are customarily maintained by similarly situated Persons engaged in the same or similar businesses operating in the same or similar locations, and cause, as is appropriate and customary and, with respect to jurisdictions outside of the United States, to the extent available and customary in such jurisdictions, the Collateral Agent (a) to be listed as an additional insured on liability policies or (b) in the case of property and casualty policies, contain a loss payable clause or endorsement listing the Collateral Agent as a co-loss payee thereon. The Borrower will furnish to the Administrative Agent or Collateral Agent, upon reasonable written request, information in reasonable detail as to the insurance so maintained. Notwithstanding the foregoing, it is understood and agreed that no Loan Party will be required to maintain flood insurance unless any material Real Property owned by it is required to be so insured pursuant to the Flood Disaster Protection Act of 1973 or the National Flood Insurance Act of 1968, and the regulations promulgated thereunder, because such material Real Property is located in an area which has been identified by the Secretary of Housing and Urban Development as a "special flood hazard area."

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- (2) Use commercially reasonable efforts upon the Administrative Agent's reasonable written request to: (a) if insurance is procured from insurance companies, obtain certificates and endorsements reasonably acceptable to the Administrative Agent with respect to property and casualty insurance; (b) cause each property and casualty insurance policy referred to in this Section 5.02 and procured from an insurance company to provide that it shall not be cancelled, modified or not renewed (i) by reason of nonpayment of premium except upon not less than 10 days' prior written notice thereof by the insurer to the Administrative Agent (giving the Administrative Agent the right to cure defaults in the payment of premiums) or (ii) for any other reason except upon not less than 30 days' prior written notice thereof by the insurer to the Administrative Agent; and (c) promptly deliver to the Administrative Agent a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Administrative Agent, including an insurance binder) together with evidence reasonably satisfactory to the Administrative Agent of payment of the premium therefor.

SECTION 5.03 Taxes. Except as would not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, pay and discharge promptly when due and payable all Taxes imposed upon it or its income or profits or in respect of its property, before the same becomes delinquent or in default; *provided* that such payment and discharge will not be required with respect to any Tax if (1) the validity or amount thereof is being contested in good faith by appropriate proceedings and (2) the Borrower or any affected Restricted Subsidiary, as applicable, has set aside on its books reserves in accordance with GAAP with respect thereto.

SECTION 5.04 Financial Statements, Reports, etc.. Furnish to the Administrative Agent (which will promptly furnish such information to the Lenders):

- (1) within 90 days following the end of each fiscal year, commencing with the fiscal year ended December 31, 2018, a consolidated balance sheet and related statements of operations, cash flows and owners' equity showing the financial position of the Borrower and the Restricted Subsidiaries as of the close of such fiscal year and the consolidated results of its operations during such fiscal year and, in each case, commencing with the fiscal year ending December 31, 2019, 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 will be prepared in accordance with GAAP, audited by any independent public accountants of recognized national standing, or such other accountants as are reasonably acceptable to the Administrative Agent, and accompanied by an opinion of such accountants (which opinion shall not be subject to any "going concern" statement, explanatory note or like qualification or exception (other than a "going concern" statement, explanatory note or like qualification or exception relating to an anticipated, but not actual, financial covenant default or an upcoming maturity date) (the applicable financial statements delivered pursuant to this clause (1) being the "**Annual Financial Statements**");

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- (2) for the first three fiscal quarters of each fiscal year, commencing with the fiscal quarter ended March 31, 2018,
- (a) within 71 days following the Closing Date, for the fiscal quarter ending March 31, 2018, (i) (A) a consolidated balance sheet for the Borrower and its Restricted Subsidiaries (excluding, for the avoidance of doubt, Impax and its subsidiaries) as of the close of such fiscal quarter and (B) the consolidated results of its operations and cash flows for the Borrower and its Restricted Subsidiaries (excluding, for the avoidance of doubt, Impax and its subsidiaries) during such fiscal quarter and the then-elapsed portion of the fiscal year and (ii) (A) a consolidated balance sheet for Impax and its Restricted Subsidiaries (excluding, for the avoidance of doubt, the Borrower and its subsidiaries), as of the close of such fiscal quarter and (B) the consolidated results of operations and cash flows for Impax and its Restricted Subsidiaries (excluding, for the avoidance of doubt, the Borrower and its subsidiaries) during such fiscal quarter and the then-elapsed portion of the fiscal year;
 - (b) for the fiscal quarter ending June 30, 2018, within 45 days of such fiscal quarter end,
 - (i) (A) a consolidated balance sheet for the Borrower and its Restricted Subsidiaries as of the close of such fiscal quarter and (B) the consolidated statement of operations and cash flows for the Borrower and its Restricted Subsidiaries (which will include Impax and its Restricted Subsidiaries for the period from the Closing Date to such fiscal quarter end) during such fiscal quarter and the then-elapsed portion of the fiscal year; and
 - (ii) an unaudited pro forma condensed combined statement of operations for the Borrower and its Restricted Subsidiaries (which will include Impax and its Restricted Subsidiaries) during such fiscal quarter (which pro forma financial statements will be certified by a Responsible Officer of the Borrower on behalf of the Borrower as having been prepared in good faith, based on assumptions believed by the Borrower to be reasonable as of the date of delivery thereof, and present fairly in all material respects on a pro forma basis the estimated results of operations of the Borrower and its Restricted Subsidiaries during such fiscal quarter end); and
 - (c) for each such fiscal quarter thereafter, within 45 days of such fiscal quarter end, (A) a consolidated balance sheet for the Borrower and the Restricted Subsidiaries as of the close of such fiscal quarter and (B) the consolidated results of operations and cash flows for the Borrower and the Restricted Subsidiaries during such fiscal quarter and the then-elapsed portion of the fiscal year and, commencing with the fiscal quarter ending September 30, 2019, setting forth in comparative form the corresponding figures for the corresponding periods of the prior fiscal year,

in each case (other than the preceding clause (ii)), certified by a Responsible Officer of the Borrower on behalf of the Borrower as fairly presenting, in all material respects, the financial position and results of operations of the Borrower and the Restricted Subsidiaries (or Impax and its Restricted Subsidiaries, as applicable) on a consolidated basis in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes (the applicable financial statements delivered pursuant to this clause (2) being the “*Quarterly Financial Statements*” and, together with the Annual Financial Statements, the “*Required Financial Statements*”).

- (3) no later than five (5) days after the delivery of any Required Financial Statements, a certificate of a Financial Officer of the Borrower:
 - (a) certifying that no Default or Event of Default has occurred and is continuing or, if a Default or Event of Default has occurred and is continuing, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto;
 - (b) upon the occurrence and during the continuance of a Covenant Trigger Event, setting forth in reasonable detail calculations of the Fixed Charge Coverage Ratio for the most recent period of four consecutive fiscal quarters as of the close of the fiscal year or fiscal quarter, as applicable;
 - (c) certifying a list of all Immaterial Subsidiaries, that each Subsidiary set forth on such list individually qualifies as an Immaterial Subsidiary and that all such Subsidiaries in the aggregate do not exceed the limitation set forth in clause (ii) of the definition of the term “Immaterial Subsidiary;” and
 - (d) certifying a list of all Unrestricted Subsidiaries at such time and that each Subsidiary set forth on such list qualifies as an Unrestricted Subsidiary;
- (4) promptly after the same become publicly available, copies of all periodic and other publicly available reports, proxy statements and, to the extent requested by the Administrative Agent, other materials publicly filed by the Borrower or any Restricted Subsidiary with the SEC or, after an initial public offering, distributed to its stockholders generally, as applicable, and in any case not otherwise required to be delivered to the Administrative Agent pursuant to any Loan Document;
- (5) within 60 days following the end of each fiscal year, commencing with the fiscal year ending December 31, 2018, a consolidated annual budget for such fiscal year in the form customarily prepared by the Borrower (the “*Budget*”), which Budget will in each case be accompanied by the statement of a Financial Officer of the Borrower on behalf of the Borrower to the effect that the Budget is based on assumptions believed by the Borrower to be reasonable as of the date of delivery thereof; *provided* that no Budget will be required to be delivered with respect to the fiscal year ending December 31, 2018;
- (6) upon the reasonable written request of the Collateral Agent, concurrently with the delivery of the Annual Financial Statements, an updated Perfection Certificate (or, to the extent such request relates to specified information contained in the Perfection Certificate, such information) reflecting all changes since the date of the information most recently received pursuant to this paragraph (6) or Section 5.10, as applicable;

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- (7) promptly, from time to time, such other information regarding the operations, business affairs and financial condition of the Borrower or any Restricted Subsidiary, in each case, as the Administrative Agent may reasonably request (for itself or on behalf of any Lender) in writing;
 - (8) promptly upon reasonable written request by the Administrative Agent (so long as the following are obtainable using commercially reasonable measures), copies of any documents described in Section 101(k)(1) of ERISA that the Borrower or any of its ERISA Affiliates may request with respect to any Multiemployer Plan; *provided* that if the Borrower or any of its ERISA Affiliates has not requested such documents from the administrator or sponsor of the applicable Multiemployer Plan, the Borrower or the applicable ERISA Affiliate shall promptly make a request for such documents or notices from such administrator or sponsor and shall provide copies of such documents and notices promptly after receipt thereof; and
 - (9) a Borrowing Base Certificate from the Borrower on the Initial Borrowing Base Date and, thereafter, as soon as available but in any event on or before the 20th day after the end of each calendar month (or, if such date is not a Business Day, the next succeeding Business Day) (or on a more frequent basis at the discretion of the Borrower; provided that once a more frequent basis is elected it must be continued for no less than 30 days after the date of such election), with such supplemental information and supporting materials as the Administrative Agent may reasonably request and with supplemental information regarding the amount of Eligible Cash held with institutions other than the Administrative Agent being provided to the Administrative Agent on a bi-weekly basis (or, at any time that no Loans are then outstanding and the aggregate stated amounts of all then-outstanding Letters of Credit is less than \$10 million, on a monthly basis); provided, that after the occurrence and during the continuance of an Increased Reporting Period, the Borrower shall be required to deliver a Borrowing Base Certificate on a weekly basis. Notwithstanding the foregoing, the Administrative Agent may not require the Borrower to deliver a Borrowing Base Certificate more frequently than weekly, and in the case of such weekly reporting the Borrowing Base Certificate will be due on Wednesday of each week (or, if Wednesday is not a Business Day, on the next succeeding Business Day) calculated as of the close of business on Saturday of the immediately preceding calendar week.

Anything to the contrary notwithstanding, the obligations in clauses (1) and (2) of this Section 5.04 may be satisfied with respect to financial information of the Borrower and the Restricted Subsidiaries by furnishing (1) the applicable financial statements of any Parent Entity or (2) the Borrower's (or any such other Parent Entity's), as applicable, Form 10-K or 10-Q, as applicable, filed with the SEC; *provided* that with respect to each of the foregoing clauses (1) and (2) (a) to the extent such information relates to a Parent Entity, such information is accompanied by consolidating information (which need not be audited) that explains in reasonable detail the differences between the information relating to such Parent Entity, on the one hand, and the information relating to the Borrower and the Restricted Subsidiaries on a standalone basis, on the other hand, and (b) to the extent such information is in lieu of information required to be provided under Section 5.04(1), such materials are prepared in accordance with GAAP and accompanied by a report and opinion of any independent public

accountants of recognized national standing, or such other accountants as are reasonably acceptable to the Administrative Agent, and accompanied by an opinion of such accountants (which opinion shall not be subject to any “going concern” statement, explanatory note or like qualification or exception (other than a “going concern” statement, explanatory note or like qualification or exception relating to an anticipated, but not actual, financial covenant default or an upcoming maturity date). The obligations in clauses (1) and (2) of this Section 5.04 may be satisfied by delivery of financial information of the Borrower and its Subsidiaries so long as such financial statements include a reasonably detailed presentation (which need not be audited), either on the face of the financial statements or in the footnotes thereto, of the financial condition and results of operations of the Borrower and the Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Borrower.

Documents required to be delivered pursuant to this Section 5.04 may be delivered electronically in accordance with Section 10.01(5).

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 promptly after any Responsible Officer of the Borrower obtains actual knowledge thereof:

- (1) any Default or Event of Default, specifying the nature and extent thereof and the corrective action (if any) proposed to be taken with respect thereto;
- (2) the filing or commencement of, or any written threat or notice of intention of any Person to file or commence, or any material development in, any action, suit, litigation, investigation, administrative action or proceeding, whether at law or in equity or by or before any Governmental Authority or in arbitration, against the Borrower or any of the Restricted 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, or which alleges (and as to which an adverse determination against the Borrower or any of the Restricted Subsidiaries is reasonably likely to result in) material violations of Healthcare Laws;
- (3) 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;
- (4) any material change in accounting policies or financial reporting practices by any Loan Party with respect to the Borrower’s Accounts and Inventory or which otherwise could reasonably be expected to affect the calculation of the Borrowing Base or Reserves;
- (5) the Borrower’s receipt of any: (i) written notice from the FDA or other Governmental Authority that it is limiting, suspending, adversely modifying or revoking any Healthcare Permit that could reasonably be expected to have a Material Adverse Effect; (ii) a written warning letter from the FDA; or (iii) other written notice from the FDA or other Governmental Authority that any product manufactured, marketed, developed, sold or distributed by or on behalf of the Borrower and its Restricted Subsidiaries is subject to, or proceedings have been commenced seeking, the material seizure, withdrawal, recall, suspension or detention by the FDA or other Governmental Authority; and

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- (6) any seizure, detention, suspension or recall of, or any voluntary withdrawal or recall of, or any response or commitment to the FDA or any Governmental Authority to withdraw or recall, any product manufactured, marketed, developed, sold or distributed by or on behalf of the Borrower and its Subsidiaries which could reasonably be expected to have a Material Adverse Effect.

SECTION 5.06 Compliance with Laws. Comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property and assets (including ERISA and Health Care 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 will not apply to Environmental Laws, which are the subject of Section 5.09, or laws related to Taxes, which are the subject of Section 5.03. The Borrower will, and will cause each of its Subsidiaries to, maintain in effect and enforce policies and procedures reasonably designed to ensure compliance by the Borrower, its Subsidiaries and the respective directors, officers, employees and agents of the foregoing with Anti-Corruption Laws and applicable Sanctions.

SECTION 5.07 Maintaining Records; Access to Properties and Inspections ; Appraisals.

- (1) Permit any Persons designated by the Administrative Agent to visit and inspect the financial records and the properties of the Borrower or any Restricted Subsidiary at reasonable times, upon reasonable prior written notice from the Administrative Agent to the Borrower, and as often as reasonably requested, to make extracts from and copies of such financial records, and permit any Persons designated by the Administrative Agent, upon reasonable prior written notice from the Administrative Agent to the Borrower, to discuss the affairs, finances and condition of the Borrower or any Restricted Subsidiary with the officers thereof and independent accountants therefor (subject to such accountant's policies and procedures); *provided* that the Administrative Agent may not exercise such rights more often than two times during any calendar year unless an Event of Default is continuing and only one such time will be at the Borrower's expense; and *provided, further*, that when an Event of Default is continuing, the Administrative Agent or any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice. The Administrative Agent and the Lenders shall give the Borrower the opportunity to participate in any discussions with the Borrower's independent accountants.
- (2) Upon the Administrative Agent's written request, the Loan Parties will permit any Person designated by the Administrative Agent to conduct, at the Borrower's expense, one (1) field examination in any calendar year (with one (1) additional field examination at the expense of the Lenders or the Administrative Agent in such calendar year), in each case at reasonable business times and upon reasonable prior notice to the Borrower; *provided, however*, that notwithstanding the foregoing, (a) at any time on or after a Collateral Test Triggering Event, any Person designated by the Administrative Agent may carry out, at

the Borrower's expense, two (2) such field examinations in such calendar year, and (b) at any time during the continuation of a Designated Event of Default, any Person designated by the Administrative Agent may carry out, at the Borrower's expense, such field examinations as frequently as determined by the Administrative Agent in its Reasonable Credit Judgment. The Loan Parties will reasonably cooperate with the Administrative Agent and such Persons in the conduct of such field examinations.

- (3) Upon the Administrative Agent's written request, the Loan Parties will permit any Acceptable Appraiser designated by the Administrative Agent to conduct, at the Borrower's expense, one (1) inventory appraisal of the Collateral in any calendar year (and one (1) additional inventory appraisal of the Collateral at the expense of the Lenders or the Administrative Agent in such calendar year), in each case at reasonable business times and upon reasonable prior notice to the Borrower; *provided, however*, that notwithstanding the foregoing limitations (a) at any time on or after a Collateral Test Triggering Event, an Acceptable Appraiser designated by the Administrative Agent may carry out, upon the Administrative Agent's written request and at the Borrower's expense, two (2) such inventory appraisals in such calendar year, and (b) at any time during the continuation of a Designated Event of Default, an Acceptable Appraiser designated by the Administrative Agent may carry out, upon the Administrative Agent's written request and at the Borrower's expense, such inventory appraisals as frequently as determined by the Administrative Agent in its Reasonable Credit Judgment. The Loan Parties will reasonably cooperate with the Administrative Agent and such Acceptable Appraiser in the conduct of such appraisals. In addition, the Loan Parties will have the right (but not the obligation), at their expense, at any time and from time to time to provide the Administrative Agent with additional appraisals or updates thereof of any or all of the Collateral from any Acceptable Appraiser prepared in a form and on a basis reasonably satisfactory to the Administrative Agent, in which case such appraisals or updates shall be used in connection with the determination of the Net Orderly Liquidation Value and the calculation of the Borrowing Base hereunder. With respect to each appraisal made pursuant to this Section 5.07(3) after the Closing Date, (i) the Administrative Agent and the Loan Parties will each be given a reasonable amount of time to review and comment on a draft form of the appraisal prior to its finalization and (ii) any adjustments to the Net Orderly Liquidation Value or the Borrowing Base hereunder as a result of such appraisal shall be reflected in the Borrowing Base Certificate delivered immediately succeeding such appraisal.
- (4) Notwithstanding anything to the contrary in this Agreement (including Sections 5.04(7), 5.05 and 5.07) or any other Loan Document, none of the Loan Parties or any of the Restricted Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter with any Disqualified Institution or other competitor to the Borrower or any of its Subsidiaries or that (1) constitutes non-financial trade secrets or non-financial proprietary information, (2) in respect of which disclosure is prohibited by law or any binding agreement, (3) is subject to attorney-client or similar privilege or constitutes attorney work product or (4) creates an unreasonably excessive expense or burden on the Borrower or any of its Subsidiaries.

SECTION 5.08 Use of Proceeds. Use the proceeds of the Revolving Loans and request issuance of Letters of Credit solely for working capital and other general corporate purposes (including for capital expenditures, Permitted Investments, Restricted Payments and the repayment or refinancing of Indebtedness, in each case to the extent not prohibited hereunder, and any other uses not prohibited by the Loan Documents).

SECTION 5.09 Compliance with Environmental Laws. Comply, and make reasonable efforts to cause all lessees and other Persons occupying its fee-owned Real Properties to comply, with all Environmental Laws applicable to its operations and properties, and obtain and renew all material authorizations and permits required pursuant to Environmental Law for its operations and properties, in each case in accordance with Environmental Laws, except, in each case, 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.

- (1) If (a) a Restricted Subsidiary (other than an Excluded Subsidiary) of the Borrower is formed or acquired after the Closing Date or (b) an Unrestricted Subsidiary is redesignated as a Restricted Subsidiary, within 120 days after the date such Restricted Subsidiary is formed or acquired or such Unrestricted Subsidiary is redesignated as a Restricted Subsidiary, as applicable (or such longer period as the Collateral Agent agrees), the Borrower will or will cause such Restricted Subsidiary to:
- (i) deliver a joinder to the Collateral Agreement, substantially in the form specified therein or in such other form as is acceptable to such Restricted Subsidiary, the Borrower and the Administrative Agent, duly executed on behalf of such Restricted Subsidiary;
 - (ii) to the extent required by and subject to the exceptions set forth in this Section 5.10 or the Security Documents, pledge the outstanding Equity Interests (other than Excluded Equity Interests) owned by such Restricted Subsidiary, and cause each Loan Party owning any Equity Interests issued by such Restricted Subsidiary to pledge such outstanding Equity Interests (other than Excluded Equity Interests), and deliver all certificates (if any) representing such Equity Interests, together with stock powers or other instruments of transfer with respect thereto endorsed in blank, to the Collateral Agent (or a designated bailee thereof);
 - (iii) to the extent required by and subject to the exceptions set forth in this Section 5.10 or the Security Documents, deliver to the Collateral Agent (or a designated bailee thereof) Uniform Commercial Code financing statements with respect to such Restricted Subsidiary and such other documents reasonably requested by the Collateral Agent to create the Liens intended to be created under the Security Documents and perfect such Liens to the extent required by the Security Documents; and

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- (iv) except as otherwise contemplated by this Section 5.10 or any Security Document or as otherwise agreed by the Collateral Agent, obtain all consents and approvals required to be obtained by it in connection with (A) the execution and delivery of all Security Documents (or supplements thereto) to which it is a party and the granting by it of the Liens thereunder and (B) the performance of its obligations thereunder.
- (2) Furnish to the Collateral Agent within 20 calendar days of such event (or such later date as the Collateral Agent may agree in its sole discretion) written notice of any change in any Loan Party's:
- (a) legal name;
 - (b) type of organization;
 - (c) location (determined as provided in UCC Section 9-307); or
 - (d) jurisdiction of organization;

except, in the case of each of the foregoing clauses (a) through (c), in connection with the Impax Conversion.

The Borrower will not effect or permit any such change unless all filings have been made, or will be made within any statutory period, under the Uniform Commercial Code or otherwise 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, for the benefit of the applicable Secured Parties, in all Collateral held by such Loan Party.

- (3) Execute any and all other documents, financing statements, agreements and instruments, and take all such other actions (including the filing and recording of financing statements and other documents), not described in the preceding clauses (1) and (2) and that may be required under any applicable law, or that the Collateral Agent may reasonably request in writing to the Borrower, to satisfy the requirements set forth in this Section 5.10 and in the Security Documents with respect to the creation and perfection of the Liens on the Collateral in favor of the Collateral Agent, for the benefit of the Secured Parties, contemplated herein and in the Security Documents and to cause such requirement to be and remain satisfied, all at the expense of the Borrower, and provide to the Collateral Agent, from time to time upon Collateral Agent's reasonable written request, evidence as to the perfection and priority of the Liens created by the Security Documents (subject to Permitted Liens).
- (4) Notwithstanding anything to the contrary,
- (a) the other provisions of this Section 5.10 need not be satisfied with respect to any Excluded Assets or Excluded Equity Interests or any exclusions and carve-outs from the security or perfection requirements, as applicable, set forth in the Collateral Agreement or other applicable Security Document;

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- (b) neither the Borrower nor the other Loan Parties will be required to grant a security interest in any asset or perfect a security interest in any Collateral to the extent the cost, burden, difficulty or consequence of obtaining or perfecting a security interest therein outweighs the benefit of the security afforded thereby as reasonably determined by a Responsible Officer of the Borrower and the Administrative Agent (or with respect to matters relating primarily to the Term Priority Collateral, the Borrower and the Term Agent); and
 - (c) (i) no actions will be required (A) outside of the United States in order to create or perfect any security interest in any assets located outside of the United States, (B) in any non-United States jurisdiction or (C) under the laws of any non-United States jurisdiction to create any security interests or to perfect or make enforceable any security interests, and (ii) no non-United States law security or pledge agreements, non-United States law mortgages or deeds or non-United States intellectual property filings or other agreements or documents governed under the laws of any non-United States jurisdiction or non-United States searches will be required.

SECTION 5.11 Cash Management Systems; Application of Proceeds of Accounts.

- (1) As soon as practicable and in any event within 120 days after the Closing Date (or such longer period as may be consented to by the Administrative Agent in its reasonable discretion):
 - (a) enter into Control Agreements in form reasonably satisfactory to the Administrative Agent, with the Collateral Agent and any bank with which the Borrower or any Subsidiary Loan Party maintains a DDA (other than any Excluded Account) (a “**Blocked Account**”) covering each such Blocked Account maintained with such bank; *provided* that if the applicable Loan Party shall not have entered into a Control Agreement with respect to any such DDA (other than any Excluded Account) within such 120 day period (or such later date as the Administrative Agent shall reasonably agree), such DDA shall be closed and all funds therein transferred to a Deposit Account at the Administrative Agent, an Affiliate of the Administrative Agent, or another financial institution that has executed a Control Agreement; and
 - (b) ensure that all cash, checks, proceeds of collections of Accounts and other amounts received by or on behalf of the Borrower or any Subsidiary Loan Party are deposited promptly upon receipt in accordance with historical practices into a DDA maintained in the name of the Borrower or such Subsidiary Loan Party.

Notwithstanding anything herein to the contrary, the provisions of Section 5.11(1)(a) will not apply to any deposit account that is acquired by a Loan Party in connection with a Permitted Acquisition or other Investment permitted under this Agreement prior to the date that is 120 days (or such later date as may be consented to by the Administrative Agent in its reasonable discretion) following the date of such Permitted Acquisition or other Investment, and the

balances held in such deposit accounts at the date of such Permitted Acquisition or other Investment shall not be counted toward the amount set forth in clause (1) of the definition of “Excluded Account” until the end of such 120 day period (or later period, if applicable; *provided* that if the applicable Loan Party shall not have entered into a Control Agreement with respect to any such deposit account (other than any Excluded Account) within such 120 day period (or such later date as the Administrative Agent shall reasonably agree), all funds therein will be transferred to a Deposit Account at the Administrative Agent, an Affiliate of the Administrative Agent, or another financial institution that has executed a Control Agreement).

(2) Each such Control Agreement will require, during a Cash Dominion Period and upon receipt by the Borrower of written notice thereof by the Administrative Agent, an ACH or wire transfer no less frequently than once per Business Day of all available cash balances and cash receipts, including the then contents or then entire ledger balance of each Blocked Account net of such minimum balance (not to exceed \$100,000 per account), if any, required by the bank at which such Blocked Account is maintained to an account specified by the Administrative Agent (which account will be established with, and at all times under the sole dominion of and subject to the control of, the Collateral Agent) (the “*Dominion Account*”). All collected amounts received in the Dominion Account shall be distributed and applied on a daily basis to the repayment of all Loans outstanding under this Agreement and to the payment of all other Obligations then due and owing pursuant to the waterfall set forth in Section 2.18(3); *provided* that amounts applied pursuant to subclauses (iv) and (v) thereof will be applied:

- (a) first, to ABR loans;
- (b) second, to Eurocurrency Revolving Loans; and
- (c) third, to the cash collateralization of Letters of Credit;

with any excess, unless an Event of Default shall have occurred and be continuing, to be remitted to the Borrower.

(3) At any time after the occurrence and during the continuance of a Cash Dominion Period as to which the Administrative Agent has notified the Borrower, any cash or Cash Equivalents owned by the Borrower or any Subsidiary Loan Party are deposited to any account, held or invested in any manner, otherwise than in a Blocked Account subject to a Control Agreement (or a DDA which is swept daily to such Blocked Account), the Administrative Agent will be entitled to require the Borrower or any Subsidiary Loan Party to close such account and have all funds therein transferred to a Blocked Account;

provided that the foregoing will not apply to cash or Cash Equivalents constituting Term Priority Collateral required to be deposited in a blocked account in favor of the lenders under the Term Loan Credit Agreement pursuant to the terms of the Term Loan Credit Agreement; *provided, further*, that the foregoing will not apply to cash or Cash Equivalents deposited, held or invested in any of the following:

- (a) any Excluded Account; or

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- (b) de minimis cash or cash equivalents from time to time inadvertently misapplied by the Borrower or any Restricted Subsidiary.
- (4) The Loan Parties may close DDAs or Blocked Accounts and/or open new DDAs or Blocked Accounts, subject to the execution and delivery to the Administrative Agent of a Control Agreement within one hundred twenty (120) days (or such later date as the Administrative Agent may agree) of opening any new DDA or Blocked Account, which Control Agreement (for the avoidance of doubt) will be subject to the first sentence of Section 5.11(2); *provided* that such new DDA or Blocked Account shall not be permitted to be funded until a Control Agreement in respect of such new DDA or Blocked Account has been executed and delivered to the Administrative Agent; *provided, further*, that the Loan Parties may close DDAs or Blocked Accounts or open new DDAs that are Excluded Accounts without executing or delivering any Control Agreement.
- (5) Anything to the contrary notwithstanding, so long as (i) no Event of Default has occurred and is continuing and (ii) no Cash Dominion Period is then in effect, the Loan Parties will have full and complete access to, and may direct the manner of disposition of, funds in the Blocked Accounts.
- (6) Any amounts held or received in the Dominion Account (including all interest and other earnings with respect thereto, if any) at any time (i) after this Agreement and the Commitments have been terminated and the Obligations have been Paid in Full and all Letters of Credit have expired, terminated or been cash collateralized on terms satisfactory to the applicable Issuing Bank or (ii) when all Events of Default have been cured and no Cash Dominion Period is then in effect, in each case will be remitted to the Loan Parties as the Borrower may direct.

SECTION 5.12 Post-Closing Matters. Deliver to Administrative Agent, in form and substance reasonably satisfactory to the Administrative Agent, the items described on Schedule 5.12 hereof on or before the dates specified with respect to such items on Schedule 5.12 (or, in each case, such later date as may be agreed to by Administrative Agent in its reasonable discretion or, with respect to matters relating primarily to the Term Priority Collateral, in the reasonable discretion of the Term Agent). All representations and warranties contained in this Agreement and the other Loan Documents will be deemed modified to the extent necessary to effect the foregoing (and to permit the taking of the actions described on Schedule 5.12 within the time periods specified thereon, rather than as elsewhere provided in any of the Loan Documents).

ARTICLE VI

Negative Covenants

The Borrower covenants and agrees with each Lender that, so long as this Agreement is in effect and until the Commitments have been terminated and the Obligations have been Paid in Full, unless the Required Lenders otherwise consent in writing, it will not and will not permit any Restricted Subsidiary to:

SECTION 6.01 Indebtedness. Issue, incur or assume any Indebtedness; *provided* that the Borrower and the Restricted Subsidiaries may issue, incur or assume Permitted Additional Indebtedness so long as immediately after giving effect to the issuance, incurrence or assumption of such Permitted Additional Indebtedness, the aggregate outstanding principal amount of such Permitted Additional Indebtedness does not exceed the Ratio Debt Cap (“*Ratio Debt*”).

The foregoing limitation will not apply to (collectively, “*Permitted Debt*”):

- (1) (a) Indebtedness created under the Loan Documents (including Indebtedness created under Incremental Facilities, Refinancing Term Loans and Extended Commitments), (b) Specified Hedge Obligations and (c) Credit Agreement Refinancing Indebtedness;
- (2) (a) Indebtedness incurred pursuant to the Term Loan Credit Agreement (including all Incremental Term Loans, Refinancing Term Loans and Extended Term Loans, in each case, as defined in the Term Loan Credit Agreement); (b) any Incremental Equivalent Term Debt; (c) Specified Hedge Obligations (as defined in the Term Loan Credit Agreement); and (d) Term Loan Credit Agreement Refinancing Indebtedness; *provided* that the aggregate outstanding principal amount, including all Permitted Refinancing Indebtedness incurred to Refinance any Indebtedness originally incurred pursuant to this clause (2) (and any successive Permitted Refinancing Indebtedness thereof), as of the date any such Indebtedness is incurred, does not exceed the sum of:
 - (i) \$2,700.0 million; *plus*
 - (ii) Closing Date EBITDA; *plus*
 - (iii) the Term Incremental Amount;

provided that:

(A) if the Borrower incurs any Indebtedness under the preceding clause (ii) on the same date that it incurs Indebtedness under the preceding clause (iii), then the Term Incremental Amount will be calculated without regard to any incurrence of Indebtedness under the preceding clause (ii);

(B) unless the Borrower elects otherwise, any Incremental Term Loans or Incremental Equivalent Term Debt will be deemed incurred first as Term Incremental Amount to the extent permitted, with any balance incurred under the preceding clause (ii); and

(C) the Borrower may classify, and may later reclassify, any Incremental Term Loans or Incremental Equivalent Term Debt as incurred as, and in reliance on, the preceding clause (ii), the Term Incremental Amount, or both, on the date of incurrence or thereafter, to the extent permitted on the date of classification (or the date of any such reclassification);

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- (3) Indebtedness existing on the Closing Date (other than Indebtedness described in clause (1) or (2) above), including the Impax Convertible Notes;
 - (4) any (a) Attributable Indebtedness relating to any transactions and (b) Capital Lease Obligations and other Indebtedness with respect to mortgage financings and purchase money Indebtedness to finance all or any part of the purchase, lease, construction, installation, repair or improvement of property (real or personal), plant or equipment or other fixed or capital assets and Indebtedness arising from the conversion of the obligations of the Borrower or any Restricted Subsidiary under or pursuant to any “synthetic lease” transactions to on-balance sheet Indebtedness of the Borrower or such Restricted Subsidiary, in an aggregate outstanding principal amount incurred pursuant to this clause (4), including all Permitted Refinancing Indebtedness incurred to Refinance any Indebtedness originally incurred pursuant to this clause (4) (and any successive Permitted Refinancing Indebtedness), not to exceed the greater of (i) \$160.0 million and (ii) an amount equal to the Equivalent Percentage of the amount in the preceding clause (i) multiplied by TTM Consolidated EBITDA of the Borrower on a Pro Forma Basis as of the applicable date of determination, in each case determined as of the time of incurrence; *provided* that such Indebtedness is incurred within 270 days after the purchase, lease, construction, installation, repair or improvement of the property that is the subject of such Indebtedness; *provided further* that for the purposes of determining compliance with this Section 6.01(4), Attributable Indebtedness and Capital Lease Obligations will not be deemed to arise from any Sale Leaseback Transaction that is originally treated under GAAP as an operating lease at the time such Sale Leaseback Transaction is consummated but is subsequently treated under GAAP as a capital lease;
 - (5) Indebtedness (including obligations in respect of letters of credit or bank Guarantees, bankers’ acceptances or similar instruments) in respect of workers’ compensation, health, disability or other employee benefits (whether to current or former employees) or property, casualty or liability insurance or self-insurance in respect of such items, or other Indebtedness with respect to reimbursement-type obligations regarding workers’ compensation claims, health, disability or other employee benefits (whether current or former) or property, casualty or liability insurance;
 - (6) Indebtedness constituting indemnification obligations, earn-outs, milestones, royalties, adjustment of purchase or acquisition price or similar obligations, in each case, incurred or assumed in connection with the Transactions, a commercial or license agreement, any Permitted Investment or the disposition of any business, assets or Restricted Subsidiaries not prohibited by this Agreement;
 - (7) intercompany Indebtedness between or among the Borrower and the Restricted Subsidiaries to the extent such Indebtedness is not prohibited by Section 6.04 (without regard to Section 6.04(14));
 - (8) Indebtedness pursuant to Hedge Agreements;

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- (9) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds and completion Guarantees and similar obligations and instruments, in each case, provided in the ordinary course of business, including those incurred to secure health, safety and environmental obligations in the ordinary course of business;
- (10) Guarantees of Indebtedness permitted to be incurred under this Agreement to the extent such Guarantees are not prohibited by the provisions of Section 6.04 (without regard to Section 6.04(14)); *provided* that, if the Indebtedness being guaranteed is subordinated to the Obligations, such Guarantee shall be subordinated to the Obligations on terms at least as favorable to the Lenders;
- (11) Indebtedness
- (a) of any Person that becomes a Restricted Subsidiary after the Closing Date pursuant to a Permitted Investment, which Indebtedness is (i) existing at the time such Person becomes a Restricted Subsidiary, (ii) not incurred in contemplation of such Person becoming a Restricted Subsidiary and (iii) non-recourse to the Borrower or any other Restricted Subsidiary (other than any Person that becomes a Subsidiary in connection with the foregoing and its Subsidiaries);
- (b) issued, incurred or assumed in connection with any Permitted Investment so long as (i) in the case of any such issued or incurred Indebtedness, immediately after giving effect to such issuance or incurrence, such Indebtedness would be permitted to be incurred as Ratio Debt and (ii) in the case of any such assumed Indebtedness, such Indebtedness was not incurred in anticipation of such Permitted Investment;
- provided* that the outstanding principal amount of such Indebtedness issued, incurred or assumed by Restricted Subsidiaries that are not Guarantors pursuant to this clause (11)(b) does not exceed the greater of (A) \$125.0 million and (B) an amount equal to the Equivalent Percentage of the amount set forth in clause (A) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of incurrence; and
- (c) all Permitted Refinancing Indebtedness incurred to Refinance any Indebtedness originally incurred pursuant to the preceding clauses (11)(a) and (11)(b) (and any successive Permitted Refinancing Indebtedness);
- (12) 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;
- (13) Indebtedness (a) supported by a Letter of Credit, in a principal amount not in excess of the stated amount of such Letter of Credit, (b) in respect of letters of credit in an aggregate face amount at any time outstanding not to exceed the greater of (i) \$25.0 million and (ii) an amount equal to the Equivalent Percentage of the amount in the preceding clause (i) multiplied by TTM Consolidated EBITDA of the Borrower on a Pro Forma Basis as of the applicable date of determination, in each case determined as of the time of incurrence, and (c) in respect of letters of credit that are cash collateralized;

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- (14) Contribution Indebtedness;
- (15) Indebtedness consisting of (a) the financing of insurance premiums or (b) take or pay obligations contained in supply arrangements, in each case, in the ordinary course of business;
- (16) Indebtedness incurred in connection with a Qualified Receivables Transaction that is not recourse (except for Standard Securitization Undertakings) to the Borrower or any Restricted Subsidiary other than a Receivables Subsidiary in an aggregate principal amount not to exceed \$50.0 million, measured at any time, with respect to a Qualified Receivables Financing, by the aggregate amount of such Indebtedness under such Qualified Receivables Financing that was incurred during the term of this Agreement, whether or not such Indebtedness remains outstanding at such time, and with respect to a Qualified Receivables Factoring, by the aggregate amount of such Indebtedness under such Qualified Receivables Factoring that was incurred during the term of this Agreement and remains outstanding at such time;
- (17) Cash Management Obligations and other Indebtedness in respect of Cash Management Services, and netting services, automatic clearinghouse arrangements, overdraft protections, employee credit card programs and other cash management and similar arrangements entered into in the ordinary course of business;
- (18) Indebtedness issued to any future, current or former officers, directors, managers, employees, consultants and independent contractors of the Borrower or any Restricted Subsidiary or any direct or indirect parent thereof, or their respective estates, heirs, family members, spouses, former spouses, executors, administrators, trustees, legatees or distributees, in each case to finance the purchase or redemption of Equity Interests of the Borrower (or any Parent Entity) permitted by Section 6.07;
- (19) Indebtedness incurred on behalf of, or representing Guarantees of Indebtedness of, joint ventures in an aggregate outstanding principal amount of such Indebtedness, together with any Permitted Refinancing Indebtedness incurred to Refinance any Indebtedness originally incurred pursuant to this clause (19) (and any successive Permitted Refinancing Indebtedness), not to exceed the greater of (a) \$50.0 million and (b) an amount equal to the Equivalent Percentage of the amount set forth in clause (a) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of incurrence;
- (20) [Reserved];
- (21) Indebtedness of any Non-U.S. Subsidiaries or Non-Loan Parties (a) in an aggregate outstanding principal amount, together with any Permitted Refinancing Indebtedness incurred to Refinance any Indebtedness originally incurred pursuant to this clause (21) (and any successive Permitted Refinancing Indebtedness), not exceed the greater of (i) \$100.0 million and (ii) an amount equal to the Equivalent Percentage of the amount set forth in clause (i) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of incurrence and (b) consisting of working capital or other local lines of credit that are not secured by any Collateral and non-recourse to the Loan Parties;

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- (22) obligations to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services so long as such obligations are incurred in the ordinary course of business and not in connection with the borrowing of money;
 - (23) Indebtedness representing deferred compensation or other similar arrangements incurred by the Borrower or any Restricted Subsidiary (a) in the ordinary course of business or (b) in connection with the Transactions or any Permitted Investment;
 - (24) any Permitted Refinancing Indebtedness incurred to Refinance Incremental Equivalent Term Debt or Indebtedness incurred under clauses (2), (3), (4), (11), (13)(b), (14), (19), (21), this clause (24) or clause (28) of this Section 6.01;
 - (25) customer deposits and advance payments received in the ordinary course of business from customers for goods purchased in the ordinary course of business;
 - (26) Indebtedness incurred by the Borrower or any Restricted Subsidiary in connection with bankers' acceptances, discounted bills of exchange, warehouse receipts or similar facilities or the discounting or factoring of receivables for credit management purposes, in each case incurred or undertaken in the ordinary course of business;
 - (27) any Permitted Convertible Indebtedness Call Transaction entered into in connection with any Convertible Indebtedness otherwise permitted to be incurred under this Section 6.01;
 - (28) additional Indebtedness in an aggregate outstanding principal amount, including all Permitted Refinancing Indebtedness incurred to Refinance any Indebtedness originally incurred pursuant this clause (28) (and any successive Permitted Refinancing Indebtedness), not to exceed the greater of (a) \$225.0 million and (b) an amount equal to the Equivalent Percentage of the amount set forth in clause (a) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of incurrence
 - (29) unsecured Indebtedness of the Borrower or any Restricted Subsidiary so long as (a) immediately after giving Pro Forma Effect to the incurrence of such Indebtedness the Payment Conditions are satisfied and (b) the final maturity date of such Indebtedness is no earlier than the Latest Maturity Date, and any Permitted Refinancing Indebtedness incurred to Refinance any Indebtedness originally incurred pursuant to this clause (29) (and any successive Permitted Refinancing Indebtedness); and
 - (30) all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses (1) through (29) above.

For purposes of determining compliance with this Section 6.01, in the event that an item of Indebtedness (or any portion thereof) meets the criteria of more than one of the categories of Permitted Debt or is entitled to be incurred (in whole or in part) as Ratio Debt, the Borrower may, in its sole discretion, at the time of incurrence, divide, classify or reclassify, or at any later time divide, classify or reclassify, such item of Indebtedness (or any portion thereof) in any manner that complies with this covenant at the time of incurrence or at such later time (as applicable); *provided* that all Indebtedness outstanding under the Loan Documents and the Term Loan Credit Agreement and any Permitted Refinancing thereof will be deemed to have been incurred in reliance on the exception in clauses (1) and (2), respectively, of the definition of “Permitted Debt” and shall not be permitted to be reclassified pursuant to this paragraph. All unsecured Permitted Debt originally incurred under clause (4), (11)(b), (19), (21) or (28) of the definition of Permitted Debt will be automatically reclassified as Ratio Debt on the first date on which such Indebtedness would have been permitted to be incurred as Ratio Debt. The accrual of interest, the accretion of accreted value, amortization of original issue discount, the payment of interest or dividends in the form of additional Indebtedness with the same terms (including any pay-in-kind interest) and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies, will not be deemed to be an incurrence of Indebtedness for purposes of this Section 6.01. The principal amount of any non-interest bearing Indebtedness or other discount security constituting Indebtedness at any date will be the principal amount thereof that would be shown on a balance sheet of the Borrower dated such date prepared in accordance with GAAP. Guarantees of, or obligations in respect of letters of credit relating to Indebtedness that is otherwise included in the determination of a particular amount of Indebtedness will not be included in the determination of such amount of Indebtedness; *provided* that the incurrence of the Indebtedness represented by such Guarantee or letter of credit, as the case may be, was in compliance with this Section 6.01. Any incurrence of Permitted Refinancing Debt with respect to any Refinanced Debt that was incurred in reliance on a dollar or Equivalent Percentage basket (and not subsequently reclassified) shall not, for the avoidance of doubt, reload any such dollar or Equivalent Percentage based basket.

For purposes of determining compliance with any Dollar-denominated (or Equivalent Percentage, if greater) restriction on the incurrence of Indebtedness, the Dollar equivalent principal amount of Indebtedness denominated in a currency other than Dollars shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed or first incurred (whichever yields the lower Dollar equivalent), in the case of revolving credit debt; *provided* that if such Indebtedness is incurred to Refinance other Indebtedness denominated in a currency other than Dollars, and such refinancing would cause the applicable Dollar-denominated (or Equivalent Percentage, if greater) restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such Dollar-denominated (or Equivalent Percentage, if greater) restriction will be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced (*plus* unpaid accrued interest and premium (including tender premiums) thereon and underwriting discounts, defeasance costs, fees, commissions and expenses in connection therewith).

Any Indebtedness permitted to be incurred under this Section 6.01 may, at the option of the Borrower, be Convertible Indebtedness.

SECTION 6.02 Liens. Create, incur, assume or permit to exist any Lien that secures obligations under any Indebtedness on any property or assets at the time owned by it, except the following (collectively, “*Permitted Liens*”):

- (1) Liens securing Indebtedness incurred in accordance with Sections 6.01(1) or 6.01(2), including Liens on the Collateral securing obligations in respect of any Permitted Junior Secured Refinancing Debt and all Permitted Refinancing Indebtedness incurred to Refinance any such Indebtedness; *provided* that, in the case of Indebtedness incurred in accordance with Section 6.01(2), the applicable Liens are subject to the Closing Date Intercreditor Agreement or other Intercreditor Agreement(s) substantially consistent with and no less favorable to the Lenders in any material respect than the Closing Date Intercreditor Agreement as determined in good faith by a Responsible Officer of the Borrower;
- (2) Liens securing Indebtedness existing on the Closing Date; *provided* that such Liens only secure the obligations that they secure on the Closing Date (and any Permitted Refinancing Indebtedness in respect of such obligations permitted by Section 6.01) and do not apply to any other property or assets of the Borrower or any Restricted Subsidiary other than replacements, additions, accessions and improvements thereto and products thereof and customary security deposits; *provided further*, that individual financings of equipment or other assets provided by a lender may be cross collateralized to other financings of equipment or other assets financed by such lender;
- (3) Liens securing Indebtedness incurred in accordance with Sections 6.01(4); *provided* that such Liens only extend to the assets financed with such Indebtedness (and any replacements, additions, accessions and improvements thereto and products thereof and customary security deposits); *provided further*, that individual financings of equipment or other assets provided by a lender may be cross collateralized to other financings of equipment or other assets financed by such lender;
- (4) Liens on Securitization Assets sold, conveyed, assigned or otherwise transferred or purported to be sold, conveyed, assigned or otherwise transferred in connection with a Qualified Receivables Transaction permitted pursuant to Section 6.01(16);
- (5) Liens on assets of Non-Loan Parties securing Indebtedness incurred in accordance with Section 6.01(19) or (21);
- (6) [Reserved];
- (7) (a) Liens on property or Equity Interests of a Person at the time such Person becomes a Restricted Subsidiary if such Liens were not created in connection with, or in contemplation of, such other Person becoming a Restricted Subsidiary and (b) Liens on property at the time the Borrower or a Restricted Subsidiary acquired such property, including any acquisition by means of a merger or consolidation with or into the Borrower or any of the Restricted Subsidiaries, if such Liens were not created in connection with, or in contemplation of, such acquisition;

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- (8) Liens on property or assets of any Restricted Subsidiary that is not a Guarantor and on any Excluded Assets securing Indebtedness in an aggregate principal amount not to exceed \$100,000,000;
 - (9) Liens for Taxes, assessments or other governmental charges or levies that are not overdue for a period of more than 60 days or that are not yet delinquent or that are being contested in compliance with Section 5.03;
 - (10) Liens disclosed by any title insurance policies delivered on or subsequent to the Closing Date and any replacement, extension or renewal of any such Liens (so long as the Indebtedness and other obligations secured by such replacement, extension or renewal Liens are permitted by this Agreement); *provided* that such replacement, extension or renewal Liens do not cover any property other than the property that was subject to such Liens prior to such replacement, extension or renewal (*plus* any replacements, additions, accessions and improvements thereto and products thereof);
 - (11) Liens securing any judgments or orders that do not constitute an Event of Default under Section 8.01(10) and notices of lis pendens or similar notices and associated rights related to litigation being contested in good faith by appropriate proceedings and in respect of which, if applicable, the Borrower or any affected Restricted Subsidiary has set aside on its books reserves in accordance with GAAP with respect thereto;
 - (12) Liens imposed by law, including landlord's, carriers', warehousemen's, mechanics', materialmen's, repairmen's, construction or other like Liens arising in the ordinary course of business securing obligations that are not overdue by more than 60 days or that are being contested in good faith by appropriate proceedings and in respect of which, if applicable, the Borrower or a Restricted Subsidiary has set aside on its books reserves in accordance with GAAP;
 - (13) (a) pledges and deposits and other Liens made in the ordinary course of business in compliance with any workers' compensation, health, disability or other similar employee benefits, unemployment insurance and other similar laws or regulations and other insurance-related obligations (including in respect of deductibles, self-insured retention amounts and premiums and adjustments thereto) and deposits securing liability to insurance carriers under insurance or self-insurance arrangements in respect of such obligations and (b) 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 Restricted Subsidiary;
 - (14) deposits to secure the performance of bids, trade contracts (other than for Indebtedness), leases (other than Capital Lease Obligations), statutory obligations, stay, customs, 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) incurred by the Borrower or any Restricted Subsidiary in the ordinary course of business, including those incurred to secure health, safety and environmental obligations in the ordinary course of business;

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- (15) survey exceptions and such matters as an accurate survey would disclose, easements, trackage rights, leases (other than Capital Lease Obligations), licenses, special assessments, rights of way, covenants, conditions, restrictions (including zoning restrictions), and declarations on or with respect to the use of Real Property, encroachments, protrusions, servicing agreements, development agreements, site plan agreements and other encumbrances and title defects or irregularities that, in the aggregate, do not interfere in any material respect with the ordinary conduct of the business of the Borrower and its Restricted Subsidiaries, taken as a whole;
 - (16) any interest or title of a lessor, sublessor, licensor or sublicensor or secured by a lessor's, sublessor's, licensor's or sublicensor's interest under any leases, subleases, licenses or sublicenses entered into by the Borrower or any Restricted Subsidiary in the ordinary course of business;
 - (17) Liens that are contractual rights of set-off relating to (a) the establishment of depository relations with banks or other deposit-taking financial institutions in the ordinary course of business, (b) pooled deposit or sweep accounts of the Borrower or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower or any Restricted Subsidiary or (c) purchase orders and other agreements entered into with customers of the Borrower or any Restricted Subsidiary in the ordinary course of business;
 - (18) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights;
 - (19) leases or subleases, licenses or sublicenses (including with respect to Intellectual Property Rights and software) (or other agreement under which the Borrower or any Restricted Subsidiary has granted rights to end users to access and use the Borrower's or any Restricted Subsidiary's products, technologies or services) granted to others in the ordinary course of business that do not interfere in any material respect with the business of the Borrower and the Restricted Subsidiaries, taken as a whole;
 - (20) Liens (a) solely on any cash earnest money deposits made by the Borrower or any Restricted Subsidiary in connection with any letter of intent or other agreement in respect of any Permitted Investment and (b) incurred in connection with escrow arrangements or other similar agreements relating to an acquisition or Investment permitted hereunder;
 - (21) the prior rights of consignees and their lenders under consignment arrangements entered into in the ordinary course of business;
 - (22) purported Liens evidenced by precautionary Uniform Commercial Code financing statements or similar public filings;
 - (23) Liens on Equity Interests or assets of any joint venture (a) securing obligations of such joint venture or (b) pursuant to the relevant joint venture agreement or arrangement;

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- (24) 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;
 - (25) Liens on securities that are the subject of repurchase agreements constituting Cash Equivalents under clause (4) of the definition thereof;
 - (26) Liens (a) securing insurance premium financing arrangements and (b) securing obligations to insurance companies with respect to insurable liabilities incurred in the ordinary course of business;
 - (27) Liens on vehicles or equipment of the Borrower or any of the Restricted Subsidiaries granted in the ordinary course of business;
 - (28) Liens on property or assets used to defease or to satisfy and discharge Indebtedness; *provided* that such defeasance or satisfaction and discharge is not prohibited by this Agreement;
 - (29) Liens:
 - (a) of a collection bank arising under Section 4-208 or 4-210 of the Uniform Commercial Code, or any comparable or successor provision, on items in the course of collection;
 - (b) attaching to pooling, commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business; or
 - (c) in favor of banking or other financial institutions or entities, or electronic payment service providers, arising as a matter of law encumbering deposits or other funds maintained with a financial institution (including the right of set-off) and that are within the general parameters customary in the banking or finance industry;
 - (30) Liens on specific items of inventory or other goods and proceeds thereof of any Person securing such Person's obligations in respect of bankers' acceptances or letters of credit entered into in the ordinary course of business issued or created for the account of such Person to facilitate the purchase, shipment, processing or storage of such inventory or other goods;
 - (31) Liens securing Ratio Debt, Term Loan Credit Agreement Refinancing Indebtedness or Indebtedness incurred in accordance with Section 6.01(11)(b), in each case, to be secured on a *pari passu* basis with the Initial Term Loans; *provided* that after giving Pro Forma Effect to the incurrence of such Indebtedness, the First Lien Net Leverage Ratio measured as of the date of initial incurrence of such Indebtedness is (a) less than or equal to the Closing Date First Lien Net Leverage Ratio or (b) the First Lien Net Leverage Ratio immediately prior to such incurrence; *provided* that a Debt Representative acting on behalf of the holders of such Indebtedness will become party to or otherwise subject to the provisions of the Closing Date Intercreditor Agreement and/or a Junior Lien Intercreditor Agreement, as applicable;

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- (32) Liens securing Ratio Debt, Credit Agreement Refinancing Indebtedness or Indebtedness incurred in accordance with Section 6.01(11)(b), in each case, that constitutes Junior Lien Debt; *provided* that, after giving Pro Forma Effect to the incurrence of such Indebtedness, the Total Net Leverage Ratio measured as of the date of initial incurrence of such Junior Lien Debt is less than or equal to (a) the Closing Date Total Net Leverage Ratio or (b) the Total Net Leverage Ratio immediately prior to such incurrence; *provided* that a Debt Representative acting on behalf of the holders of such Indebtedness will become party to or otherwise subject to the provisions of the Closing Date Intercreditor Agreement and/or a Junior Lien Intercreditor Agreement, as applicable;
- (33) Liens securing Indebtedness or other obligations in an aggregate outstanding principal amount not to exceed the greater of (a) \$150.0 million and (b) an amount equal to the Equivalent Percentage of the amount in the preceding clause (a) multiplied by TTM Consolidated EBITDA, as of the applicable date of determination, in each case determined as of the time of initial attachment of such lien;
- (34) Liens in favor of the Borrower or a Loan Party securing any Indebtedness permitted to be incurred under Section 6.01;
- (35) [Reserved];
- (36) Liens (a) on cash advances in favor of the seller of any property to be acquired in a Permitted Investment, (b) consisting of an agreement to Dispose of any property, (c) arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods in the ordinary course of business or (d) imposed by law or incurred pursuant to customary reservations or retentions of title (including contractual Liens in favor of sellers and suppliers of goods) incurred in the ordinary course of business;
- (37) Liens in respect of cash collateralization of letters of credit;
- (38) (a) ground leases in respect of real property on which facilities owned or leased by the Borrower or any of its Restricted Subsidiaries are located, (b) deposits of cash with the owner or lessor of premises leased and operated by the Borrower or any of its Restricted Subsidiaries in the ordinary course of business and (c) any zoning or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any real property that does not materially interfere with the ordinary conduct of the business of the Borrower and its Restricted Subsidiaries, taken as a whole;
- (39) Liens deemed to exist in connection with Permitted Investments in repurchase agreements and reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts maintained in the ordinary course of business and not for speculative purposes;
- (40) the modification, replacement, renewal or extension of any Lien permitted by this Section 6.02; *provided* that the Lien does not extend to any additional property other than property that is affixed or incorporated into the property covered by such Lien and replacements, improvements, proceeds and products thereof; *provided, further* that the modification, replacement, renewal, extension or refinancing of the obligations secured or benefited by such Liens is permitted by Section 6.01;

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- (41) Liens securing Permitted Refinancing Indebtedness (but without reloading any dollar or Equivalent Percentage based basket); *provided* that:
- (i) such Indebtedness being Refinanced was permitted by Section 6.01 and was secured by a Lien permitted by this Section 6.02,
 - (ii) such Permitted Refinancing Indebtedness is permitted by Section 6.01, and
 - (iii) the Lien does not extend to any additional property other than property that is affixed or incorporated into the property covered by such Lien and replacements, improvements, proceeds and products thereof, and
- (42) Liens securing amounts owing to any Qualified Counterparty (as defined in the Term Loan Credit Agreement) under any Specified Hedge Agreement (as defined in the Term Loan Credit Agreement), which amounts are secured under the Term Loan Documents; *provided* that, in each case, the applicable Liens are subject to the Closing Date Intercreditor Agreement or other Intercreditor Agreement substantially consistent with and no less favorable to the Lenders in any material respect than the Closing Date Intercreditor Agreement as determined in good faith by a Responsible Officer of the Borrower.

For purposes of determining compliance with this Section 6.02, in the event that any Lien (or any portion thereof) meets the criteria of more than one of the categories set forth above, the Borrower may, in its sole discretion, at the time of incurrence, divide, classify or reclassify, or at any later time divide, classify or reclassify, such Lien (or any portion thereof) in any manner that complies with this covenant on the date such Lien is incurred or such later time, as applicable; *provided* that all Liens created pursuant to the Loan Documents will be deemed to have been incurred in reliance on Section 6.02(1) above and shall not be permitted to be reclassified pursuant to this paragraph.

SECTION 6.03 [Reserved].

SECTION 6.04 Investments, Loans and Advances. Purchase, hold or acquire (including pursuant to any merger, consolidation or amalgamation with a Person that is not a Wholly Owned Subsidiary immediately prior to such merger, consolidation or amalgamation) any Equity Interests, evidences of Indebtedness or other securities of, make any loans or advances to or Guarantees of the obligations of, or make any investment or any other interest in (in each case, excluding any (i) Short Term Advances and (ii) acquisitions of or licenses under intellectual property or related tangible assets used or useful in a business permitted under Section 6.09) (each, a “*Investment*”), any other Person, except the following (collectively, “*Permitted Investments*”):

- (1) the Transactions (including payment of the purchase consideration under the Acquisition Agreement);

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- (2) (a) payroll advances in the ordinary course of business and (b) loans and advances to officers, directors, employees or consultants of any Parent Entity, the Borrower or any Restricted Subsidiary
- (i) for reasonable and customary business-related travel, entertainment, relocation and analogous ordinary business purposes,
 - (ii) in connection with such Person's purchase of Equity Interests of the Borrower (or any Parent Entity); *provided* that, to the extent such loans or advances are made in cash, the amount of such loans and advances used to acquire such Equity Interests shall be contributed to the Borrower in cash, and
 - (iii) for any other purpose; *provided* that the aggregate principal amount outstanding under this clause (iii) shall not exceed the greater of (A) \$20.0 million and (B) an amount equal to the Equivalent Percentage of the amount set forth in clause (A) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of making such Investment;
- (3) Investments in Joint Ventures, Unrestricted Subsidiaries or Similar Businesses that do not exceed in the aggregate at any time outstanding the greater of (i) \$200 million and (ii) an amount equal to the Equivalent Percentage of the amount set forth in clause (i) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of making such Investment;
- (4) Permitted Acquisitions and pre-existing Investments held by Persons acquired in Permitted Acquisitions or acquired in connection with Permitted Acquisitions;
- (5) Investments of any Person that becomes a Restricted Subsidiary on or after the date hereof (or of a Person merged, consolidated or amalgamated with or into a Restricted Subsidiary); *provided* that any such Investment (a) exists at the time such person becomes (or merges, consolidates or amalgamates with or into) a Restricted Subsidiary and (b) is not made in anticipation of such Person becoming a Restricted Subsidiary (or such merger, consolidation or amalgamation);
- (6) Investments
- (a) by the Borrower or any Restricted Subsidiary in the Borrower or any Restricted Subsidiary; and
 - (b) by the Borrower or any Restricted Subsidiary in a Person if, as a result of such Investment, (i) such Person becomes a Restricted Subsidiary or (ii) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Borrower or any Restricted Subsidiary;

provided that Investments made after the Closing Date pursuant to this Section 6.04(6) by a Person that is a Loan Party on the date such Investment is made in any Person that on the date of such Investment is not a Loan Party (or does not become a Loan Party as a result thereof) shall not exceed, in the aggregate at any time outstanding, the greater of (i) \$155.0 million and (ii) an amount equal to the Equivalent Percentage of the amount set forth in clause (i) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of making such Investment;

- (7) [Reserved];
- (8) Cash Equivalents and, to the extent not made for speculative purposes, Investment Grade Securities or Investments that were Cash Equivalents or Investment Grade Securities when made;
- (9) Investments arising out of the receipt by the Borrower or any of the Restricted Subsidiaries of promissory notes and other non-cash consideration in connection with any Disposition permitted under Section 6.06;
- (10) (a) Investments (including debt obligations and Equity Interests) received in connection with the bankruptcy, workout, recapitalization or reorganization of, or in settlement of delinquent obligations of, or other disputes with, the issuer of such Investment or an Affiliate thereof and (b) Investments consisting of accounts or notes receivable, security deposits and prepayments and other credits granted or made in the ordinary course of business and any Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and others, including in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with or judgments against, such account debtors and others, in each case in the ordinary course of business;
- (11) Investments (including debt obligations and Equity Interests) (a) upon a foreclosure with respect to any secured Investments or other transfer of title with respect to any secured Investment in default, (b) in satisfaction of judgments against other Persons and (c) as a result of the settlement, compromise or resolution of litigation, arbitration or other disputes with Persons who are not Affiliates;
- (12) Hedge Agreements;
- (13) Investments existing on or contractually committed as of the Closing Date and, with respect to each such Investment in an amount in excess of \$25.0 million, set forth on Schedule 6.04, and any modification, replacements, refinancings, refunds, extensions, renewals or reinvestments thereof, so long as the aggregate amount of all Investments pursuant to this clause (13) is not increased at any time above the amount of such Investments 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);

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- (14) Investments consisting of Indebtedness (including, for the avoidance of doubt, Guarantees) permitted under Section 6.01, Permitted Liens, mergers, dissolutions, liquidations and consolidations permitted under Section 6.05, Dispositions permitted under Section 6.06 and Restricted Payments permitted under Section 6.07;
 - (15) [Reserved];
 - (16) acquisitions of obligations of one or more future, present or former employees, managers, officers, directors, consultants or contractors (or spouses, former spouses, successors, executors, administrators, heirs, trustees, legatees or distributees of any of the foregoing) of the Borrower, any of its Restricted Subsidiaries or any direct or indirect parent thereof, in connection with such employee's, manager's, officer's, director's, consultant's or contractor's acquisition of Equity Interests of the Borrower or any direct or indirect parent thereof, so long as no cash is actually advanced by the Borrower or any Restricted Subsidiary to such Persons in connection with the acquisition of any such obligations;
 - (17) Guarantees of operating leases or of other obligations that do not constitute Indebtedness, in each case, entered into by the Borrower or any Restricted Subsidiary in the ordinary course of business;
 - (18) Investments to the extent that payment for such Investments is made with Equity Interests of the Borrower or any Parent Entity or the proceeds from the issuance thereof;
 - (19) the issuance of, entry into (including any payments of premiums in connection therewith), performance of obligations under, or exercise, transfer, assignment, unwinding, settlement or early termination of, or the satisfaction of any condition that would permit or require any of the foregoing, any Permitted Bond Hedge Transaction; the issuance of, entry into, performance of obligations under, or repurchase, redemption, transfer, assignment, unwinding, settlement or early termination of, or the satisfaction of any condition that would permit or require any of the foregoing, any related Permitted Warrant Transaction; and the issuance of, entry into performance of obligations under (including any payments of interest), conversion, exercise, repurchase, redemption, transfer, assignment, unwinding, settlement, cancellation or early termination of, or the satisfaction of any condition that would permit or require any of the foregoing, any Convertible Indebtedness, in each case, whether in cash, common Capital Stock of Borrower or any direct or indirect parent of Borrower or other securities or property following a merger event or other change of the common Capital Stock of Borrower or such parent and whether in whole or in part and including by netting or set-off;
 - (20) 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;
 - (21) [Reserved];
 - (22) 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 any Restricted Subsidiary;

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- (23) Investments, including loans and advances, to any Person so long as the Borrower or any Restricted Subsidiary (as applicable) would otherwise be permitted to make a Restricted Payment in such amount to such Person; provided that the amount of any such Investment will be deemed to be a Restricted Payment under the appropriate clause of Section 6.07 for all purposes of this Agreement;
 - (24) Investments consisting of the leasing, subleasing, licensing or sublicensing of Intellectual Property Rights in the ordinary course of business or the contribution of Intellectual Property Rights pursuant to joint marketing arrangements with other Persons;
 - (25) Investments (a) consisting of purchases or acquisitions of inventory, supplies, materials, equipment, contract rights or Intellectual Property Rights in each case in the ordinary course of business and (b) made in the ordinary course of business in connection with obtaining, maintaining or renewing client contracts or similar arrangements and loans or advances made to distributors in the ordinary course of business;
 - (26) Investments in assets useful in the business of the Borrower or any Restricted Subsidiary made with (or in an amount equal to) any Reinvestment Deferred Amount or Below Threshold Asset Sale Proceeds; provided that if the underlying Asset Sale was with respect to assets of the Borrower or a Subsidiary Loan Party, then such Investment shall be consummated by the Borrower or a Subsidiary Loan Party;
 - (27) any Investment in a Receivables Subsidiary or any Investment by a Receivables Subsidiary in any other Person, in each case in connection with a Qualified Receivables Financing, including Investments of funds held in accounts permitted or required by the arrangements governing such Qualified Receivables Financing or any related Indebtedness;
 - (28) intercompany current liabilities owed to Unrestricted Subsidiaries or joint ventures incurred in the ordinary course of business in connection with the cash management operations of the Borrower and its Subsidiaries;
 - (29) Investments that are made with Excluded Contributions that are Not Otherwise Applied;
 - (30) Investments
 - (a) made in furtherance of collaboration, development, promotion, marketing, supply, research or similar arrangements with respect to pharmaceutical or other therapeutic products, diagnostic products or medical device businesses products, including payments for shared development costs, reimbursements for product development or for patent, regulatory, manufacturing or commercialization expenses, or other payments or Investments paid to a Person in the pharmaceutical industry with a view toward developing the Borrower's or any Restricted Subsidiary's business in the ordinary course of business and in a manner consistent with standard business practices;

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- (b) constituting (i) any customary upfront milestone, marketing, revenue sharing, royalty, profit sharing or other funding payment in the ordinary course of business to another Person in connection with obtaining a right to receive royalty or other payments in the future, (ii) Exclusive Licenses from a Restricted Subsidiary that is not a Loan Party to a Loan Party of rights to a drug or other biologic or therapeutic products, diagnostic products, delivery technologies, medical devices or biotechnology businesses or (iii) transfers of Intellectual Property Rights (“**Transferred IP**”) to a Specified IP Subsidiary; *provided* that (x) such transfers do not, individually or in the aggregate, materially impair the Loan Parties’ ability to pay their obligations under the Loan Documents as when due and (y) except as otherwise agreed by the Collateral Agent, prior to such transfer (or at such later date as the Collateral Agent may agree), the Borrower shall pledge (or cause to be pledged) 100% of the issued and outstanding Equity Interests (other than any voting Equity Interests of any non-U.S. Subsidiary or any FSHCO in excess of 65% of the issued and outstanding voting Equity Interests of such non-U.S. Subsidiary or FSHCO) of such Specified IP Subsidiary to the Collateral Agent for the benefit of the Secured Parties under (and in accordance with) the Collateral Agreement; or
- (c) consisting of the licensing (or equivalent thereof), acquisition, sale or contribution of Intellectual Property Rights or proprietary materials pursuant to pharmaceutical or therapeutic product licensing, collaboration, development, promotion, marketing, supply, research or similar arrangements with other Persons made in the ordinary course of business or not exceeding at any time outstanding an aggregate principal amount of the greater of (i) \$60 million and (ii) an amount equal to the Equivalent Percentage of the amount in clause (i) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of incurrence;
- (31) Investments; *provided* that both immediately before such Investment is made and immediately after giving Pro Forma Effect to the making of such Investment, the Payment Conditions are satisfied; and
- (32) Investments that do not exceed the greater of (i) \$320.0 million and (ii) an amount equal to the Equivalent Percentage of the amount in the preceding clause (i) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of making such Investment.

For purposes of determining compliance with this Section 6.04, (x) the amount of any Investment at any time shall be the amount of cash and the fair market value of other property actually invested (measured at the time made), without adjustment for subsequent changes in the value of such Investment, net of any return, whether a return of capital, interest, dividend or otherwise, with respect to such Investment and (y) in the event that any Investment (or any portion thereof) meets the criteria of more than one of the categories set forth above, the Borrower may, in its sole discretion, at the time such Investment is made, divide, classify or reclassify, or at any later time divide, classify or reclassify, such Investment (or any portion thereof) in any manner that complies with this Section 6.04 on the date such Investment is made or such later time, as applicable.

To the extent any Investment in any Person is made in compliance with this Section 6.04 in reliance on a category above that is subject to a Dollar-denominated restriction on the making of Investments and, subsequently, such Person returns to the Borrower, any other Loan Party or, to the extent applicable, any Restricted Subsidiary all or any portion of such Investment (in the form of a dividend, distribution, liquidation or otherwise but excluding intercompany Indebtedness), such return shall be deemed to be credited to the Dollar-denominated category against which the Investment is then charged (but in any event not in an amount that would result in the aggregate Dollar amount able to be invested in reliance on such category to exceed such Dollar-denominated restriction).

The amount set forth in Section 6.07(14) and clause (1)(f) of Section 6.11 (without duplication) may, in lieu of Restricted Payments or prepayments, repayments, redemptions, purchases, defeasances or satisfactions of any Junior Financings, as applicable, be utilized by the Borrower or any Restricted Subsidiary to make or hold any Investments without regards to this Section 6.04.

SECTION 6.05 Fundamental Changes. Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of related transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person:

- (1) any Restricted Subsidiary may merge or consolidate with the Borrower (including a merger, the purpose of which is to reorganize the Borrower into a new jurisdiction); *provided* that
 - (a) the Borrower will be the continuing or surviving Person, and
 - (b) such merger or consolidation does not result in the Borrower ceasing to be organized under the Laws of the United States, any state thereof or the District of Columbia;
- (2) any Restricted Subsidiary may merge or consolidate with or into any other Restricted Subsidiary, liquidate, dissolve or change its legal form if the Borrower determines in good faith that such action is in the best interests of the Borrower and the Restricted Subsidiaries and is not materially disadvantageous to the Lenders, taken as a whole;
- (3) any merger the sole purpose of which is to reincorporate or reorganize (i) any U.S. Subsidiary in another jurisdiction in the U.S. or (ii) any Non-U.S. Subsidiary in the U.S. or any other jurisdiction shall be permitted;
- (4) so long as no Event of Default has occurred and is continuing or would result therefrom, the Borrower may merge or consolidate with any other Person; *provided* that
 - (a) the Borrower will be the continuing or surviving Person, or
 - (b) if the Person formed by or surviving any such merger or consolidation is not the Borrower (any such Person, the “*Successor Borrower*”),

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- (i) the Successor Borrower will 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 will expressly assume all the obligations of the Borrower under this Agreement and the other Loan Documents to which the Borrower is a party pursuant to a supplement hereto or thereto in form reasonably satisfactory to the Administrative Agent;
 - (iii) each Guarantor, unless it is party to such merger or consolidation, will have confirmed that its Guarantee of the Obligations pursuant to the Collateral Agreement will apply to, and the Secured Obligations (as defined in the Collateral Agreement) will include, the Successor Borrower's Obligations; and
 - (iv) the Borrower will have delivered to the Administrative Agent (A) an officer's certificate stating that such merger or consolidation complies with this Agreement and (B) an opinion of counsel, including customary organization, due execution, no conflicts and enforceability opinions with respect to the Successor Borrower, in each case to the extent reasonably requested by the Administrative Agent;
- it being agreed that if the foregoing are satisfied, the Successor Borrower will succeed to, and be substituted for, the Borrower under this Agreement; and
- (5) subject to clauses (1) and (4) above, transactions the purpose of which is to effect a Permitted Investment (other than pursuant to Section 6.04(14)) or a Disposition permitted pursuant to Section 6.06 (other than pursuant to Section 6.06(5)) or a Disposition of all or substantially all of the assets of the Borrower and its Restricted Subsidiaries); and
 - (6) the Transactions.

SECTION 6.06 Dispositions . Make any Disposition, except:

- (1) Dispositions of obsolete, damaged, worn out, used or surplus property (including for purposes of recycling) in the ordinary course of business or Dispositions of property no longer used or useful in the conduct of the business of the Borrower and the Restricted Subsidiaries;
- (2) Dispositions of inventory and goods held for sale in the ordinary course of business;
- (3) Dispositions of property to the extent that (a) such property is exchanged for credit against the purchase price of similar replacement property or (b) the proceeds of such Disposition are promptly applied to the purchase price of such replacement property; *provided* that to the extent the property being transferred constitutes Collateral such replacement property shall constitute Collateral;
- (4) Dispositions of property to the Borrower or a Restricted Subsidiary; *provided* that if the transferor of such property is a Loan Party (a) the transferee thereof must be a Loan Party or (b) to the extent constituting an Investment, such Investment must be a Permitted Investment in a Restricted Subsidiary that is not a Loan Party in accordance with Section 6.04 (other than Section 6.04(14));

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- (5) Dispositions consisting of Investments permitted under Section 6.04 (other than Section 6.04(14)), transactions permitted under Section 6.05 (other than Section 6.05(5)) or Restricted Payments permitted under Section 6.07 (other than Section 6.07(4)) or consisting of Permitted Liens;
 - (6) Dispositions of property pursuant to Sale Leaseback Transactions, *provided* that (i) no Event of Default has occurred and is continuing or would result therefrom (other than any such Disposition made pursuant to a legally binding commitment entered into at a time when no Event of Default has occurred and is continuing) and (ii) such Disposition shall be for no less than the fair market value of such property at the time of such Disposition;
 - (7) Dispositions of Cash Equivalents (or Investments that were Cash Equivalents when made); *provided*, that such Disposition shall be for no less than the fair market value of such property at the time of such Disposition;
 - (8) leases, subleases, licenses or sublicenses (including the provision of software under an open source license), in each case in the ordinary course of business and which do not materially interfere with the business of the Borrower and the Restricted Subsidiaries, taken as a whole, *provided*, that such Disposition shall be for no less than the fair market value of such property at the time of such Disposition;
 - (9) Dispositions of property subject to any Casualty Event;
 - (10) Dispositions; *provided* that
 - (a) at the time of such Disposition (other than any such Disposition made pursuant to a legally binding commitment entered into at a time when no Event of Default has occurred and is continuing), no Event of Default has occurred and is continuing or would result therefrom; and
 - (b) with respect to any Disposition pursuant to this clause (10) for a purchase price in excess of the greater of (i) \$25.0 million and (ii) an amount equal to the Equivalent Percentage of the amount in the preceding clause (i) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of making such Disposition, the Borrower or any of the Restricted Subsidiaries shall receive not less than 75% of such consideration in the form of cash or Cash Equivalents; *provided*, *however*, that for the purposes of this clause (b) each of the following will be deemed to be cash,
 - (i) any liabilities (as shown on the Borrower's or any Restricted Subsidiary's most recent balance sheet provided hereunder or in the footnotes thereto) of the Borrower or any Restricted Subsidiary, other than liabilities that are by their terms subordinated in right of payment to the Obligations, that are assumed by the transferee with respect to the applicable Disposition and for which the Borrower and the Restricted Subsidiaries have been validly released by all applicable creditors in writing;

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- (ii) any securities received by the Borrower or any Restricted Subsidiary from such transferee that are converted by the Borrower or any Restricted Subsidiary into cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received) within one hundred and eighty (180) days following the closing of the applicable Disposition;
 - (iii) 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 (iii) that is at that time outstanding, not in excess of the greater of (A) \$25.0 million and (B) an amount equal to the Equivalent Percentage of the amount set forth in clause (A) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, 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; and
 - (iv) such Disposition shall be for no less than the fair market value of such property at the time of such Disposition (or, if earlier, the definitive documentation or other Contractual Obligation with respect to such Disposition is entered into by the Borrower or any Restricted Subsidiary (as applicable));

; *provided further* that if any such Disposition pursuant to this clause (10) decreases the Borrowing Base by an amount equal to or greater than \$25.0 million after giving effect to such Disposition on a Pro Forma Basis, the Borrower shall deliver a pro forma Borrowing Base Certificate prior to the date of such Disposition (or such later date as the Administrative Agent may agree, in its reasonable discretion);

- (11) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements among, the joint venture parties set forth in joint venture or similar agreements or arrangements;
- (12) Dispositions or discounts of accounts receivable and related assets in connection with the collection or compromise thereof;
- (13) Dispositions (including issuances or sales) of Equity Interests in, or Indebtedness owing to, or of other securities of, an Unrestricted Subsidiary;
- (14) Dispositions constituting any exchange of like property (excluding any boot thereon) for use in any business conducted by the Borrower or any of the Restricted Subsidiaries, to the extent allowable under Section 1031 of the Code (or comparable or successor provision); *provided* that to the extent the property being transferred constitutes Collateral, such replacement property shall constitute Collateral;

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- (15) the unwinding of any Hedge Agreement;
 - (16) Dispositions of assets in connection with the closing or sale of a facility, including Dispositions of inventory, fee or leasehold interests in the premises of such facility, equipment and fixtures located at such premises, and the books and records relating to the operations of such facility; *provided* that as to each and all such sales and closings, (a) no Event of Default shall have occurred and be continuing or shall result therefrom and (b) such Dispositions shall be for no less than fair market value at the time of such Disposition;
 - (17) the sale, assignment or other transfer of Securitization Assets to (a) a Receivables Subsidiary in a Qualified Receivables Financing or (b) any other Person in a Qualified Receivables Factoring;
 - (18) (i) settlement of litigation concerning Intellectual Property Rights, or (ii) the lease, sublease, license or sublicense of Intellectual Property Rights outside the United States or (iii) the lapse, abandonment, discontinuance of the use or maintenance of any Intellectual Property Rights, in each case of (i), (ii) and (iii), if the Borrower or any Restricted Subsidiary determines in its reasonable business judgment that it would not materially interfere with the business of the Borrower and its Restricted Subsidiaries, taken as a whole;
 - (19) Disposition of any property or asset with a fair market value not to exceed either (a) the greater of (i) \$10.0 million and (ii) an amount equal to the Equivalent Percentage of the amount in the preceding clause (i) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of making such Disposition, with respect to any transaction or series of related transactions or (b) the greater of (i) \$50.0 million and (ii) an amount equal to the Equivalent Percentage of the amount in the preceding clause (i) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of making such Disposition, in the aggregate for all such transactions in any fiscal year;
 - (20) Disposition of assets acquired in a Permitted Investment that the Borrower determines will not be used or useful in the business of the Borrower and its Restricted Subsidiaries;
 - (21) Dispositions of pipeline, marketed or other assets required by regulatory authorities in connection with the Transactions, any Permitted Acquisition or other investment permitted hereunder;
 - (22) any Disposition(s) in connection with licensing of Intellectual Property Rights to any Non-Loan Party Restricted Subsidiary or Non-Loan Party Restricted Subsidiaries in connection with bona fide tax planning purposes as determined in good faith by the Borrower; *provided* , that the Collateral and the Lenders are not adversely affected in any material respect by such Disposition(s);
 - (23) Dispositions, including leases, subleases, licenses or sublicenses, of Products in Development in jurisdictions outside the United States; *provided* , that (a) such disposition does not materially interfere with the business of the Borrower and the Restricted Subsidiaries, taken as a whole and (b) such Disposition shall be for no less than the fair market value of such property at the time of such Disposition;

(24) the Transactions; and

- (25) the issuance of, entry into (including any payments of premiums in connection therewith), performance of obligations under, or exercise, transfer, assignment, unwinding, settlement or early termination of, or the satisfaction of any condition that would permit or require any of the foregoing, any Permitted Bond Hedge Transaction; the issuance of, entry into, performance of obligations under, or repurchase, redemption, transfer, assignment, unwinding, settlement, cancellation or early termination of, or the satisfaction of any condition that would permit or require any of the foregoing, any related Permitted Warrant Transaction; and the issuance of, entry into performance of obligations under (including any payments of interest), conversion, exercise, repurchase, redemption, transfer, assignment, unwinding, settlement, cancellation or early termination of, or the satisfaction of any condition that would permit or require any of the foregoing, any Convertible Indebtedness, in each case, whether in cash, common Capital Stock of Borrower or any direct or indirect parent of Borrower or other securities or property following a merger event or other change of the common Capital Stock of Borrower or such parent and whether in whole or in part and including by netting or set-off.

To the extent any Collateral is Disposed of as expressly permitted (or not prohibited) by this Section 6.05 to any Person other than a Loan Party, such Collateral will be Disposed of free and clear of the Liens created by the Loan Documents, and, without limiting, and subject to, the provisions of Section 9.11, the Administrative Agent will take, and each Lender hereby authorizes the Administrative Agent to take, any actions reasonably requested by the Borrower or deemed appropriate in order to evidence or effect the foregoing.

SECTION 6.07 Restricted Payments . Declare or make, directly or indirectly, any Restricted Payment, other than the declaration or making of the following:

- (1) Restricted Payments to the Borrower or any Restricted Subsidiary (or, in the case of any non-Wholly Owned Restricted Subsidiary, to the Borrower, any Restricted Subsidiary and each other owner of Equity Interests of such non-Wholly Owned Subsidiary on a *pro rata* basis (or more favorable basis from the perspective of the Borrower or such Restricted Subsidiary) according to their relative ownership interests);
- (2) the declaration and making of any Restricted Payments payable solely in the form of Equity Interests (other than Disqualified Stock) of the Borrower;
- (3) Restricted Payments to consummate the Transactions (including payments in respect of dissenting shares, which, for the avoidance of doubt, may be made after the Closing Date), to pay any amounts pursuant to the Acquisition Agreement or the Specified Tender Offer;
- (4) to the extent constituting a Restricted Payment or Restricted Payments, mergers, dissolutions, liquidations and consolidations permitted under Section 6.05 (other than a merger or consolidation involving the Borrower) or transactions permitted under Section 6.08 (other than Section 6.08(9));

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- (5) repurchases of Equity Interests (a) deemed to occur upon exercise of options, warrants or similar rights if such Equity Interests represent a portion of the exercise price of such options or warrants or similar rights or (b) in consideration of withholding or similar taxes payable by any future, present or former employee, manager, officer, director, consultant or contractor (or any spouses, former spouses, successors, executors, administrators, heirs, trustees, legatees or distributees of any of the foregoing), including deemed repurchases in connection with the exercise of stock options or the vesting of any equity awards;
- (6) Restricted Payments to purchase, repurchase, retire, redeem or otherwise acquire Equity Interests (including related stock appreciation rights or similar securities) (or to allow any direct or indirect parent entity to purchase, retire, redeem or otherwise acquire Equity Interests (including related stock appreciation rights or similar securities)) held directly or indirectly by any future, present or former employee, manager, officer, director, consultant or contractor (or any spouses, former spouses, successors, executors, administrators, heirs, trustees, legatees or distributees of any of the foregoing) of the Borrower, any of its Subsidiaries or any Parent Entity upon the death, disability, retirement or termination of employment of any such Person or otherwise pursuant to any management, employee or director equity plan, management, employee or director stock option or profits interest plan or any other management, employee or director benefit plan or other agreement (including any separation, stock subscription, shareholder, partnership or similar agreement) in an aggregate amount after the Closing Date, together with the aggregate amount of loans and advances to any Parent Entity made pursuant to Section 6.04(23) in lieu of Restricted Payments permitted by this clause (6), not to exceed \$25 million in any fiscal year with any unused amounts in any fiscal year being carried over to succeeding fiscal years; *provided* that such amount in any fiscal year may be increased by,
- (a) the amount of net proceeds of any key man life insurance policies received by the Borrower or any Restricted Subsidiary after the Closing Date;
 - (b) to the extent contributed in cash to the common equity of the Borrower and Not Otherwise Applied, the proceeds from the sale of Equity Interests of the Borrower or any direct or indirect parent thereof (other than Disqualified Stock, Excluded Contributions or Cure Amounts), in each case to any future, present or former employee, manager, officer director, consultant or contractor (or any spouses, former spouses, successors, executors, administrators, heirs, trustees, legatees or distributees of any of the foregoing) of the Borrower, any of its Subsidiaries or any direct or indirect parent thereof that occurs after the Closing Date; and
 - (c) the amount of any cash bonuses or other compensation otherwise payable to any future, present or former employee, manager, officer, director, consultant or contractor (or any spouses, former spouses, successors, executors, administrators, heirs, trustees, legatees or distributees of any of the foregoing) of the Borrower or any of its Restricted Subsidiaries or any Parent Entity that are foregone in return for the receipt of Equity Interests of the Borrower or any of its Restricted Subsidiaries or any direct or indirect parent thereof;

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- (7) Restricted Payments to purchase, repurchase, retire, redeem or otherwise acquire (or permit any direct or indirect parent entity to acquire) Equity Interests of the Borrower or any direct or indirect parent thereof in an aggregate amount per fiscal year not to exceed the greater of (a) \$25.0 million and (b) an amount equal to the Equivalent Percentage of the amount set forth in clause (a) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of making such Restricted Payment;
- (8) Restricted Payments the proceeds of which will be used to pay or finance (or permit any Parent Entity to pay or finance):
- (a) distributions made pursuant to Section 4.01(b) of the LLC Agreement;
 - (b) operating, overhead, legal, accounting and other professional fees costs and expenses (including directors' fees and expenses and Public Company Costs) and other ordinary course overhead costs and operational expenses (including administrative, legal, accounting, filing and similar expenses provided by third parties), in each case to the extent related to any such Parent Entity's separate existence as a holding company or attributable to the ownership or operations of the Borrower and its Restricted Subsidiaries;
 - (c) franchise taxes and other fees, taxes and expenses in connection with (i) the ownership of the Borrower or any Restricted Subsidiary or (ii) the maintenance of the Borrower's or any such parent entity's corporate or legal existence;
 - (d) to the extent constituting Restricted Payments, the Borrower and the Restricted Subsidiaries may enter into and consummate transactions expressly permitted under Sections 6.08(3), (5), (7), (16), (17), (19) and (21), in each case to the extent such payments are due at the time of such Restricted Payment;
 - (e) any Permitted Investment; *provided* that (i) such Restricted Payment shall be made substantially concurrently with the closing of such Investment and (ii) the Borrower will, immediately following the closing thereof, cause (A) all property acquired (whether assets or Equity Interests) to be contributed to the Borrower or a Subsidiary (which shall be a Restricted Subsidiary to the extent required by Section 6.04) or (B) the merger (to the extent permitted in Section 6.05) of the Person formed or acquired with or into the Borrower or a Subsidiary (which shall be a Restricted Subsidiary to the extent required by Section 6.04) in order to consummate such Investment;
 - (f) costs, fees and expenses related to any equity or debt offering expressly permitted by this Agreement or any Permitted Investment, whether or not consummated; and

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- (g) (i) customary salary, bonus and other benefits payable to future, present or former employees, managers, officers, directors, consultants or contractors (or any spouses, former spouses, successors, executors, administrators, heirs, trustees, legatees or distributees of any of the foregoing) to the extent such salaries, bonuses and other benefits are attributable to the ownership or operation of the Borrower and its Restricted Subsidiaries or (ii) payments permitted under Sections 6.08(7);
- (9) Restricted Payments to pay (or permit any direct or indirect parent entity to pay) cash in lieu of the issuance of fractional Equity Interests in connection with the exercise of warrants, upon the conversion or exchange of Equity Interests of any such Person, in connection with any merger, consolidation, amalgamation or other business combination, or in connection with any dividend, distribution, split or combination of Equity Interests or any Permitted Investment;
- (10) [Reserved];
- (11) the making of any Restricted Payment in exchange for, or out of or with the net cash proceeds of the substantially concurrent sale (other than to a Restricted Subsidiary of the Borrower) of Equity Interests (other than Disqualified Stock) of the Borrower or any Parent Entity or from the substantially concurrent contribution of common equity capital to the Borrower, in each case that are Not Otherwise Applied, other than (a) Excluded Contributions and (b) Cure Amounts;
- (12) Restricted Payments that are made with Excluded Contributions that are Not Otherwise Applied;
- (13) Restricted Payments of Investments in one or more Unrestricted Subsidiaries;
- (14) Restricted Payments (the proceeds of which may be utilized by any Parent Entity) in an aggregate amount not to exceed, when taken together with any prepayments, repayments, redemptions, purchases, defeasances or satisfactions made under clause (1)(f) of Section 6.11, the greater of (i) \$125.0 million and (ii) an amount equal to the Equivalent Percentage of the amount set forth in clause (i) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of making such Restricted Payment; *provided*, in each case, that no Event of Default shall have occurred and be continuing either immediately before, or after, giving Pro Forma effect to, such Restricted Payment;
- (15) Restricted Payments; *provided* that both immediately prior to and after giving Pro Forma Effect to such Restricted Payment, the RP Payment Conditions are satisfied; and
- (16) the issuance of, entry into (including any payments of premiums in connection therewith), performance of obligations under, or exercise, transfer, assignment, unwinding, settlement or early termination of, or the satisfaction of any condition that would permit or require any of the foregoing, any Permitted Bond Hedge Transaction; the issuance of, entry into, performance of obligations under, or repurchase, redemption, transfer, assignment, unwinding, settlement, cancellation or early termination of, or the

satisfaction of any condition that would permit or require any of the foregoing, any related Permitted Warrant Transaction; and the issuance of, entry into performance of obligations under (including any payments of interest), conversion, exercise, repurchase, redemption, transfer, assignment, unwinding, settlement, cancellation or early termination of, or the satisfaction of any condition that would permit or require any of the foregoing, any Convertible Indebtedness, in each case, whether in cash, common Capital Stock of Borrower or any direct or indirect parent of Borrower or other securities or property following a merger event or other change of the common Capital Stock of Borrower or such parent and whether in whole or in part and including by netting or set-off.

The amount set forth in Section 6.07(14) may (without duplication), in lieu of Restricted Payments, be utilized by the Borrower or any Restricted Subsidiary to (i) make or hold any Investments without regards to Section 6.04 or (ii) prepay, repay redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof any Junior Financing without regards to Section 6.11.

SECTION 6.08 Transactions with Affiliates. Engage in any transaction with any Affiliate of the Borrower, except that this Section 6.08 will not prohibit:

- (1) any transactions between or among the Borrower or any of the Restricted Subsidiaries or any Person that becomes a Restricted Subsidiary as a result of such transaction;
- (2) any transactions on terms substantially as favorable to the Borrower or such Restricted Subsidiary (as applicable) as would be obtainable by the Borrower or such Restricted Subsidiary at the time in a comparable arm's-length transaction with a Person other than an Affiliate (as determined by the Borrower in good faith);
- (3) the Transactions (including the issuance or conversion of Equity Interests in connection therewith) and the payment of fees and expenses (including the Transaction Costs) related to the Transactions;
- (4) the issuance, transfer or conversion of Equity Interests (other than Disqualified Stock) of the Borrower or any Parent Entity not constituting a Change in Control;
- (5) employment and severance arrangements and confidentiality agreements among the Borrower, any of its Subsidiaries or any direct or indirect parent thereof and any future, present or former employee, manager, officer, director, consultant or contractor (or any spouses, former spouses, successors, executors, administrators, heirs, trustees, legatees or distributees of any of the foregoing) of the Borrower, any of its Subsidiaries or any direct or indirect parent thereof in the ordinary course of business and transactions pursuant to equity plans, stock option or profits interest plan or any other equity or benefit plan or other similar agreement or arrangement (including to the extent set forth in any separation, stock subscription, shareholder, partnership or similar agreement);
- (6) the licensing of Intellectual Property Rights in the ordinary course of business to permit the commercial exploitation of Intellectual Property Rights between or among the Borrower, its Affiliates or its Restricted Subsidiaries;

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- (7) the payment of fees, reasonable out-of-pocket costs and expenses to, and indemnities provided to or on behalf of, any officers, directors, managers, employees, consultants or contractors of the Borrower, any of its Subsidiaries or any direct or indirect parent thereof in the ordinary course of business to the extent attributable to the ownership or operation of the Borrower and the Restricted Subsidiaries or any such parent's separate existence;
 - (8) any other transaction, agreement, instrument or arrangement as in effect as of the Closing Date and, with respect to each such transaction, agreement, instrument or arrangement involving aggregate payments or consideration in excess of \$25.0 million, set forth on Schedule 6.08, or any amendment thereto (so long as any such amendment is not materially adverse to the Lenders, taken as a whole, as compared to the applicable transaction, agreement, instrument or arrangement as in effect on the Closing Date);
 - (9) any Restricted Payments permitted under Section 6.07, transactions permitted under Sections 6.05 and Investments permitted under Section 6.04;
 - (10) (a) the Tax Receivable Agreement or transactions thereunder or (b) payments by the Borrower, any Subsidiary or any direct or indirect parent thereof pursuant to reasonable tax sharing arrangements between or among such Persons;
 - (11) any transactions in which the Borrower or any of the Restricted Subsidiaries, as the case may be, delivers to the Administrative Agent a letter from an Independent Financial Advisor stating that such transaction is fair to the Borrower or any such Restricted Subsidiary, as applicable, from a financial point of view or meets the requirements of clause (2) of this Section 6.08 (without giving effect to the parenthetical phrase at the end thereof);
 - (12) any transaction or series of related transactions with consideration valued (as determined in good faith by the Borrower) at less than the greater of (a) \$20.0 million and (b) an amount equal to the Equivalent Percentage of the amount set forth in clause (a) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of consummating such transaction(s);
 - (13) investments by the Investors in securities of the Borrower or any Parent Entity or Indebtedness of the Borrower, any Parent Entity or any of the Restricted Subsidiaries so long as (a) the investment is being offered generally to other investors on the same or more favorable terms and (b) any such investment constitutes less than 5.0% of the proposed or outstanding issue amount of such class of securities; *provided*, that any investments in debt securities by any Debt Fund Affiliates shall not be subject to the limitation in this clause (b);
 - (14) payments to or from, and transactions with, Joint Ventures (to the extent any such Joint Venture is only an Affiliate as a result of Investments by the Borrower and the Restricted Subsidiaries in such Joint Venture);
 - (15) transactions between or among the Borrower or its Subsidiaries effected as part of any Qualified Receivables Transaction permitted hereunder;

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- (16) the payment of reasonable out-of-pocket costs and expenses relating to registration rights and indemnities provided to shareholders of the Borrower or any Parent Entity pursuant to the stockholders agreement or the registration and participation rights agreement entered into on the Closing Date in connection therewith;
 - (17) the payment of any dividend or distribution or consummation of any redemption within sixty (60) days after the date of declaration thereof or the giving of a redemption notice related thereto, if at the date of declaration or notice such payment would have complied with the provisions of this Agreement;
 - (18) transactions between or among the Borrower, any of its Restricted Subsidiaries or any direct or indirect parent thereof and any Person, a director of which Person is also a director of the Borrower or any Parent Entity of the Borrower; *provided, however*, that such director abstains from voting as a director of the Borrower or such Parent Entity, as the case may be, on any matter involving such other Person and such Person is not an Affiliate of the Borrower for any reason other than such director's acting in such capacity;
 - (19) payments, loans (or cancellation of loans) or advances to any future, present or former employee, manager, officer, director, consultant or contractor (or any spouses, former spouses, successors, executors, administrators, heirs, trustees, legatees or distributees of any of the foregoing) that are approved in good faith by a majority of the Disinterested Directors of the Borrower, any of its applicable Restricted Subsidiaries or any applicable direct or indirect parent of the foregoing;
 - (20) any purchase by any Parent Entity of the Equity Interests of the Borrower and the issuance, sale or transfer of Equity Interests of the Borrower to any Parent Entity and capital contributions by any Parent Entity to the Borrower (and payment of reasonable out-of-pocket expenses incurred in connection therewith);
 - (21) the existence of, or the performance by the Borrower or any of its Subsidiaries of its obligations under the terms of, any customary registration rights agreement to which such Person or any Parent Entity is a party or becomes a party in the future; and
 - (22) transactions approved by a majority of the Disinterested Directors of the Borrower or any applicable Parent Entity.

SECTION 6.09 Business of the Borrower and its Subsidiaries. Engage in any material line of business substantially different from those lines of business conducted or proposed to be conducted by the Borrower and its Restricted Subsidiaries on the Closing Date (after giving effect to the Transactions) and any business that is similar, corollary, ancillary, incidental or complementary or related to, or a reasonable extension, development or expansion of, the businesses conducted or proposed to be conducted by the Borrower and its Restricted Subsidiaries on the Closing Date (after giving effect to the Transactions), including any Similar Business.

SECTION 6.10 Burdensome Agreements. Enter or permit any Material Restricted Subsidiary to enter into any Contractual Obligation (other than the Loan Documents, the Term Loan Documents or the Impax Convertible Notes) that by its terms restricts (I) with respect to any such Material Restricted Subsidiary that is not a Guarantor, Restricted Payments from such Material Restricted Subsidiary to the Borrower or any other Loan Party, as applicable, that is a direct or indirect parent of such Restricted Subsidiary or (II) with respect to the Borrower or any such Material Restricted Subsidiary that is a Loan Party, the granting of Liens by such Material Restricted Subsidiary pursuant to the Security Documents; *provided* that the foregoing clauses (I) and (II) will not apply to any Contractual Obligations that:

- (1) (a) exist on the Closing Date and are to the extent such Contractual Obligation relates to any security with a value exceeding \$25.0 million, listed on Schedule 6.10 and (b) to the extent Contractual Obligations permitted by clause (a) are set forth in an agreement evidencing Indebtedness, are set forth in any agreement evidencing any permitted Refinancing of such Indebtedness so long as (to the extent not otherwise permitted by this Section 6.10) such Refinancing does not materially expand the scope of such Contractual Obligation with respect to restrictions described in the preceding clauses (I) or (II);
- (2) are (a) binding on a Restricted Subsidiary at the time such Restricted Subsidiary first becomes a Restricted Subsidiary or (b) acquired in connection with a Permitted Investment, so long as, in each case, such Contractual Obligations were not entered into in contemplation of such Person becoming a Restricted Subsidiary or such Permitted Investment, in each case as such Contractual Obligations may be amended, restated, supplemented, modified extended renewed or replaced, so long as such amendment, restatement, supplement, modification, extension, renewal or replacement does not expand in any material respect the scope of any restriction contemplated by this Section 6.10 contained therein;
- (3) represent Indebtedness of a Restricted Subsidiary that is not a Loan Party;
- (4) are customary restrictions and conditions that arise in connection with (a) any Lien (other than Liens on Collateral) permitted by Section 6.02, and relate to the property permitted to be subject to such Lien, or (b) any Disposition pending consummation of such Disposition and solely with respect to the assets (including Equity Interests) subject to such Disposition;
- (5) are customary provisions in joint venture or similar agreements relating to the applicable joint venture;
- (6) are negative pledges and restrictions on Liens in favor of any holder of Indebtedness permitted under Section 6.01, but solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness and the proceeds and products thereof;
- (7) are customary restrictions on leases, subleases, licenses or asset sale agreements otherwise permitted hereby so long as such restrictions relate to the assets subject thereto;
- (8) comprise restrictions imposed by any agreement relating to secured Indebtedness permitted under Section 6.01 to the extent that such restrictions apply only to the property or assets securing such Indebtedness;

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- (9) are (a) customary provisions restricting subletting or assignment of any lease governing a leasehold interest or (b) customary net worth provisions contained in Real Property leases entered into by Restricted Subsidiaries, so long as a Responsible Officer of 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 the other Restricted Subsidiaries to meet their ongoing obligations;
 - (10) are customary provisions restricting assignment of any Contractual Obligation entered into in the ordinary course of business;
 - (11) are customary provisions contained in leases or licenses of Intellectual Property Rights and other similar agreements entered into in the ordinary course of business;
 - (12) are restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business;
 - (13) arise in connection with cash or other deposits permitted under Section 6.02;
 - (14) comprise restrictions in any Indebtedness permitted pursuant to Section 6.01 that are, taken as a whole, in the good faith judgment of the Borrower, no more restrictive with respect to the Borrower or any Restricted Subsidiary than customary market terms for agreements governing Indebtedness of such type or otherwise reasonably acceptable to the Administrative Agent, so long as the Borrower shall have determined in good faith that such restrictions will not affect its obligation or ability to make any payments required hereunder;
 - (15) apply by reason of any applicable Law, rule, regulation or order or are required by any Governmental Authority having or purporting to have jurisdiction over the Borrower or any Restricted Subsidiary;
 - (16) customary restrictions contained in Indebtedness permitted to be incurred pursuant to Sections 6.01(4) and (11)(a), and any Permitted Refinancing Indebtedness in respect of the foregoing;
 - (17) consist of any encumbrances or restrictions imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (1) through (16) above, so long as such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Borrower, not materially more restrictive with respect to such Lien, dividend and other payment restrictions, taken as a whole, than those contained in the Lien, dividend or other payment restrictions prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing; or
 - (18) are encumbrances or restrictions applicable to a Receivables Subsidiary in connection with a Qualified Receivables Financing that, in the good faith determination of the Borrower, are necessary or advisable to effect such Qualified Receivables Financing.

SECTION 6.11 Limitation on Payments and Modifications of Certain Indebtedness; Amendments of Certain Documents.

- (1) Prepayments of Junior Financing. Prepay, repay, redeem, purchase, defease or otherwise satisfy prior to scheduled maturity thereof any Junior Financing, except:
- (a) the refinancing thereof with the Net Cash Proceeds of, or in exchange for, any Permitted Refinancing Indebtedness;
 - (b) the conversion or exchange of any Junior Financing into or for Equity Interests (other than Disqualified Stock) of the Borrower or any Parent Entity;
 - (c) the prepayment repayment, redemption, purchase, defeasance or satisfaction of any of Indebtedness of the Borrower or any of its Restricted Subsidiaries owed to the Borrower or any of its Restricted Subsidiaries;
 - (d) the prepayment, repayment, redemption, purchase, defeasance or satisfaction of any Junior Financing with the proceeds of (i) any other Junior Financing or (ii) any Qualified Equity Interests or any cash contribution to the common equity capital of the Borrower after the Closing Date (other than any Cure Amount or Excluded Contribution) that is Not Otherwise Applied; *provided* that such prepayment, repayment, redemption, purchase, defeasance or satisfaction is made within 60 days after receipt of such proceeds and no Event of Default has occurred and is continuing;
 - (e) payments or distributions in respect of all or any portion of such Junior Financing with the proceeds contributed directly or indirectly to the Borrower by any Parent Entity from the issuance, sale or exchange by any Parent Entity of Equity Interests (other than Disqualified Stock, Cure Amounts or Excluded Contributions) made within eighteen (18) months prior thereto and Not Otherwise Applied;
 - (f) prepayments, repayments, redemptions, purchases, defeasances or satisfactions of any Junior Financing in an aggregate amount not to exceed, when taken together with any Restricted Payments made under Section 6.07(14)(a), the greater of (i) \$125 million and (ii) an amount equal to the Equivalent Percentage of the amount set forth in clause (i) multiplied by TTM Consolidated EBITDA as of the applicable date of determination, in each case determined as of the time of making such prepayment, repayment, redemption, purchase, defeasance or satisfaction; *provided* , in each case, that no Event of Default shall have occurred and be continuing or shall result therefrom;
 - (g) prepayments, repayments, redemptions, purchases, defeasances or satisfactions, of any Junior Financing so long as immediately prior to and after giving Pro Forma Effect to such prepayment, repayment, redemption, purchase, defeasance or satisfaction, the RP Payment Conditions are satisfied; or
 - (h) any Specified Tender Offer;

provided, however, that each of the following shall be permitted: payments of regularly scheduled principal and interest (including default interest and any “AHYDO” catch-up payment) on Junior Financing, fees related to Junior Financing, indemnity and expense reimbursement payments in connection with Junior Financing, and mandatory prepayments, mandatory redemptions and mandatory purchases of any Junior Financing (including any principal, premium or interest with respect thereto), in each case pursuant to the terms of the applicable Junior Financing Documentation.

The amount set forth in clause (1)(f) of this Section 6.11 (without duplication) may be, in lieu of prepayments, repayments, redemptions, purchases, defeasances or satisfactions of any Junior Financing, be utilized by the Borrower or any Restricted Subsidiary to (i) make or hold any Investments without regards to Section 6.04 or (ii) make Restricted Payments without regards to Section 6.07.

- (2) Amendments to Junior Financing Documentation. Amend, modify or change in any manner without the consent of the Administrative Agent, any Junior Financing Documentation in a manner that is materially adverse to the interests of the Lenders (taken as a whole), in each case other than as a result of a Permitted Refinancing thereof; *provided* that a certificate of a Responsible Officer delivered to the Administrative Agent at least four (4) Business Days (or such shorter period as may be agreed by the Administrative Agent) prior to any such amendment, modification or change, together with a reasonably detailed description of the material terms and conditions of such amendment, modification or change or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the requirement of this clause (2) shall be conclusive evidence that such amendment, modification or change satisfies this clause (2) unless the Administrative Agent notifies the Borrower within such four (4) Business Day (or shorter) period that it disagrees with such determination (including a description of the basis upon which it disagrees); or
- (3) Amendments to Organization Documents. Amend, modify or change its certificate or articles of incorporation or formation (including by the filing or modification of any certificate or articles of designation), certificate of formation, limited liability company agreement or by-laws (or the equivalent organizational documents), as applicable, in each case, in any manner materially adverse to the interests of the Lenders (taken as a whole); *provided* that, in each case, a certificate of a Responsible Officer delivered to the Administrative Agent at least four (4) Business Days (or such shorter period as may be agreed by the Administrative Agent) prior to any such amendment, modification or change, together with a reasonably detailed description of the material terms and conditions of such amendment, modification or change or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the requirement of this clause (3) shall be conclusive evidence that such amendment, modification or change satisfies such requirement unless the Administrative Agent notifies the Borrower within such four (4) Business Day (or shorter) period that it disagrees with such determination (including a description of the basis upon which it disagrees).

SECTION 6.12 Use of Proceeds. The Borrower shall not use, and the Borrower shall procure that its Subsidiaries and its or their respective directors, officers, employees and, to the Borrower's knowledge, agents shall not use, the proceeds of the Loans (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in or with any Sanctioned Country, or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto

SECTION 6.13 Financial Performance Covenant. Upon the occurrence and during the continuance of a Covenant Trigger Event, the Borrower will maintain a Fixed Charge Coverage Ratio of not less than 1.0 to 1.0 measured at the time of occurrence of such Covenant Trigger Event (as of the last day of the Test Period ending immediately prior to the date on which such Covenant Trigger Event has commenced), and on the last day of each subsequent Test Period ending during the continuance of such Covenant Trigger Event.

ARTICLE VII

[Reserved]

ARTICLE VIII

Events of Default

SECTION 8.01 Events of Default. In case of the happening of any of the following events (each, an "*Event of Default*"):

- (1) any representation or warranty made by the Borrower or any other Loan Party herein or in any other Loan Document or any certificate or document required to be delivered pursuant hereto or thereto proves to have been false or misleading in any material respect when so made; *provided* that the failure of any Specified Acquisition Agreement Representation to be true and correct will not result in a Default or an Event of Default, unless such failure results in a failure of a condition precedent to the Borrower's (or its Affiliates') obligation to consummate the Acquisition pursuant to the terms of the Acquisition Agreement or such failure gives the Borrower (or its Affiliates) the right (taking into account any applicable cure provisions) to terminate its (or their) obligations under the Acquisition Agreement;
- (2) default is made in the payment of any principal of any Loan or the reimbursement of any L/C Disbursement when and as the same becomes due and payable, whether at the due date thereof, at a date fixed for prepayment thereof, by acceleration thereof or otherwise;
- (3) default is made in the payment of any interest on any Loan or in the payment of any fee (other than an amount referred to in clause (2) of this Section 8.01), when and as the same becomes due and payable, and such default continues unremedied for a period of five (5) Business Days;

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- (4) default is made in the due observance or performance by the Borrower or any Restricted Subsidiary of any covenant, condition or agreement contained in (a) Section 5.01(1) (with respect to the Borrower only), 5.05(1) or in Article VI (in each case solely to the extent applicable to such Person), (b) Section 5.11 but only if such default continues unremedied for a period of five (5) Business Days or (c) Section 5.04(9) and such default continues unremedied for a period of five (5) Business Days (or, after the occurrence and during the continuance of an Increased Reporting Period, two (2) Business Days) following notice thereof from the Administrative Agent to the Borrower;
- (5) default is made in the due observance or performance by the Borrower or any Restricted Subsidiary of any covenant, condition or agreement contained in any Loan Document (other than those specified in clauses (1), (2), (3) and (4) of this Section 8.01), in each case solely to the extent applicable to such Person, and such default continues unremedied for a period of 30 days after the earlier of (x) receipt of written notice thereof from the Administrative Agent to the Borrower and (y) the date on which an executive officer of the Borrower becomes aware of such default;
- (6) (a) (i) any event or condition occurs (other than, with respect to Indebtedness under any Hedge Agreement, termination events or equivalent events pursuant to the terms of such Hedge Agreement that do not result from a default thereunder by a Loan Party or Restricted Subsidiary) that (A) results in any Material Indebtedness becoming due prior to its scheduled maturity or (B) 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 Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity or (ii) the Borrower or any Restricted Subsidiary fails to pay the principal of any Material Indebtedness at the stated final maturity thereof and (b) such event, condition or failure is unremedied and is not waived or cured by the holders of such Indebtedness prior to any acceleration of the Loans pursuant to this Section 8.01; *provided* that this clause (6) will not apply to any (A) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of all or a portion of the property or assets securing such Indebtedness or (B) any redemption, repurchase, conversion, exercise or settlement (or the occurrence of any event or satisfaction of any condition giving rise to or permitting any of the foregoing) with respect to any Convertible Indebtedness pursuant to its terms unless such redemption, repurchase, conversion or settlement (or occurrence, giving rise to, or permitting any of the foregoing) results from a default thereunder or an event of the type that constitutes an Event of Default thereunder;
- (7) a Change in Control occurs;
- (8) an involuntary proceeding is commenced or an involuntary petition is filed in a court of competent jurisdiction seeking:
- (a) relief in respect of the Borrower or any of the Material Restricted Subsidiaries, or of a substantial part of the property or assets of the Borrower or any Material Restricted Subsidiary, under Title 11 of the United States Code, as now constituted or hereafter amended, or any other applicable federal, state or foreign bankruptcy, insolvency, receivership or similar law;

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- (b) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any of the Material Restricted Subsidiaries or for a substantial part of the property or assets of the Borrower or any Restricted Subsidiary; or
 - (c) the winding up or liquidation of the Borrower or any Material Restricted Subsidiary (except, in the case of any Material Restricted Subsidiary, in a transaction permitted by Section 6.05) and such proceeding or petition continues undismissed for 60 days or an order or decree approving or ordering any of the foregoing is entered;
- (9) the Borrower or any Material Restricted Subsidiary:
- (a) voluntarily commences any proceeding or files any petition seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended, or any other applicable federal, state or foreign bankruptcy, insolvency, receivership or similar law;
 - (b) consents to the institution of, or fails to contest in a timely and appropriate manner, any proceeding or the filing of any petition described in clause (8) of this Section 8.01;
 - (c) applies for or consents to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any of the Material Restricted Subsidiaries or for a substantial part of the property or assets of the Borrower or any Material Restricted Subsidiary;
 - (d) files an answer admitting the material allegations of a petition filed against it in any such proceeding;
 - (e) makes a general assignment for the benefit of creditors; or
 - (f) becomes unable or admits in writing its inability or fails generally to pay its debts as they become due;
- (10) the Borrower or any Restricted Subsidiary fails to pay one or more final judgments for the payment of money aggregating in excess of the Threshold Amount (to the extent not covered by insurance or other indemnity obligation), which such judgment(s) are not satisfied, vacated, discharged, stayed, bonded pending appeal or effectively waived or stayed for a period of 60 consecutive days;
- (11) an ERISA Event occurs with respect to any Plan or Multiemployer Plan, and such ERISA Event, together with all other such ERISA Events, if any, is reasonably expected to have a Material Adverse Effect; or

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- (12) (a) any material provision of the Loan Documents, taken as a whole, at any time after their execution and delivery and prior the Payment In Full of the Obligations, for any reason other than as expressly permitted under a Loan Document (including as a result of a transaction permitted under Section 6.05), ceases to be, or is asserted in writing by the Borrower or any Restricted Subsidiary not to be, for any reason, a legal, valid and binding obligation of any party thereto, (b) any security interest purported to be created by any Security Document and to extend to assets that are included in the Borrowing Base or otherwise are not immaterial to the Borrower and the Restricted Subsidiaries, when taken as a whole, on a consolidated basis ceases to be, or is asserted in writing by the Borrower or any other Loan Party not to be, a valid and perfected security interest in the Collateral covered thereby, except to the extent that any such loss of validity or perfection results from (i) the limitations of foreign laws, rules and regulations or the application thereof, or (ii) the failure of the Collateral Agent to maintain possession of certificates actually delivered to it representing securities pledged under a Security Document or to file Uniform Commercial Code continuation statements or take any other action and except to the extent that such loss is covered by a lender's title insurance policy and the Collateral Agent is reasonably satisfied with the credit of such insurer or (c) the Guarantees pursuant to the Security Documents by any Material Restricted Subsidiary Guarantor of any of the Obligations cease to be in full force and effect (other than in accordance with the terms hereof or thereof, including the release of such Person as provided for under the Loan Documents and the Payment in Full of the Obligations) or are asserted in writing by the Borrower or any other Subsidiary Loan Party not to be in effect or not to be legal, valid and binding obligations, except in the cases of clauses (b) and (c), in connection with an Asset Sale permitted by this Agreement;

then, (i) upon the occurrence of any such Event of Default (other than an Event of Default with respect to the Borrower described in clause (8) or (9) of this Section 8.01) and at any time thereafter during the continuance of such Event of Default, the Administrative Agent, at the request of the Required Lenders, will, by notice to the Borrower, take any or all of the following actions, at the same or different times: (A) terminate forthwith the Commitments, (B) declare the Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Borrower accrued hereunder and under any other Loan Document, will 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; (C) if the Loans have been declared due and payable pursuant to clause (B) above, demand cash collateral pursuant to Section 2.05(11); and (D) exercise all rights and remedies granted to it under any Loan Document and all of its rights under any other applicable law or in equity, and (ii) in any event with respect to the Borrower described in clause (8) or (9) of this Section 8.01, the principal of the Loans then outstanding, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Borrower accrued hereunder and under any other Loan Document, will automatically become due and payable and the Administrative Agent shall be deemed to have made a demand for cash collateral to the full extent permitted under Section 2.05(11), 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; *provided* that,

notwithstanding any of the foregoing, (w) upon the occurrence of and during the continuance of an Event of Default under Section 8.01(2) or (3) with respect to the Refinancing Term Loans, the Administrative Agent, at the request of the Required Term Lenders, will, by notice to the Borrower, declare the Refinancing Term Loans then outstanding to be forthwith due and payable in whole or in part pursuant to the foregoing clause (B), (x) upon the acceleration of the Revolving Loans hereunder, the principal of the Refinancing Term Loans then outstanding, together with accrued interest thereon and all other Obligations accrued in respect thereof, shall be automatically due and payable in whole immediately and all Refinancing Term Loan Commitments shall automatically terminate, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower, (y) upon the acceleration of the Refinancing Term Loans hereunder, the principal of the Revolving Loans then outstanding, together with accrued interest thereon and all other Obligations accrued in respect thereof, shall be automatically due and payable in whole immediately and all Commitments shall automatically terminate, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower and (z) except as expressly set forth herein (including, without limitation, in the FILO Intercreditor Provisions), no Refinancing Term Lender shall have any right to affirmatively exercise any remedy with respect to the Collateral upon the occurrence and during the continuance of an Event of Default until the Discharge of ABL Revolving Claims.

SECTION 8.02 Right to Cure. Notwithstanding anything to the contrary contained in Section 8.01, in the event that the Borrower fails (or, but for the operation of this Section 8.02, would fail) to comply with the requirements of the Financial Performance Covenant, until the expiration of the tenth Business Day subsequent to the date the Required Financial Statements are required to be delivered pursuant to Section 5.04(1) or (2) for the applicable fiscal quarter, the Borrower shall have the right to issue Permitted Cure Securities for cash (*provided* that, if such Permitted Cure Securities are not in the form of common equity, the terms of such Permitted Cure Securities must be reasonably acceptable to the Administrative Agent) or otherwise receive cash contributions to the capital of the Borrower, and, in each case, to contribute any such cash to the capital of the Borrower (collectively, the “**Cure Right**”) and, upon the receipt by the Borrower of such cash (the “**Cure Amount**”) pursuant to the exercise by the Borrower of such Cure Right, the Financial Performance Covenant shall be recalculated giving effect to a *pro forma* adjustment by which Consolidated EBITDA shall be increased with respect to such applicable fiscal quarter and any Test Period that contains such quarter, solely for the purpose of measuring the Financial Performance Covenant and not for any other purpose under this Agreement, by an amount equal to the Cure Amount. The resulting increase to Consolidated EBITDA from the application of a Cure Amount shall not result in any adjustment to Consolidated EBITDA or any other financial definition for any purpose under this Agreement other than for purposes of calculating the Financial Performance Covenant and there shall be no *pro forma* or other reduction in Indebtedness from the application of a Cure Amount for purposes of calculating the Financial Performance Covenant unless such Cure Amount is actually applied to prepay Indebtedness. In each four fiscal quarter period there shall be at least two fiscal quarters in which the Cure Right is not exercised and the Cure Right may not be exercised more than five times during the term of this Agreement and, for purposes of this Section 8.02, the Cure Amount shall be no greater than the amount required for purposes of complying with the Financial Performance Covenant. If, after giving effect to the adjustments in this Section 8.02, the Borrower shall then be in compliance with the requirements of the

Financial Performance Covenant, the Borrower shall be deemed to have satisfied the requirements of the Financial Performance Covenant as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable breach of the Financial Performance Covenant and any related default that had occurred shall be deemed cured for the purposes of this Agreement. Notwithstanding the foregoing, after the occurrence of an Event of Default under the Financial Performance Covenant, the Borrower shall not be able to request the making of any Loan or the issuance or renewal of any Letter of Credit until receipt by the Borrower of the Cure Amount.

ARTICLE IX

The Agents

SECTION 9.01 Appointment.

- (1) Each Lender (in its capacities as a Lender and on behalf of itself and its Affiliates as potential counterparties to Hedge Agreements) and each Issuing Bank hereby irrevocably designates and appoints the entity named as Administrative Agent in the heading of this Agreement and its permitted successors and assigns to serve as administrative agent under this Agreement and the other Loan Documents, as applicable, including as the Collateral Agent for such Lender and the other applicable Secured Parties under the applicable Security Documents, and each such Lender irrevocably authorizes the Administrative Agent, in such capacities, 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 delegated to the Administrative Agent under this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. In addition, to the extent required under the laws of any jurisdiction other than the United States, each of the Lenders and the Issuing Banks hereby grants to the Administrative Agent any required powers of attorney to execute and enforce any Security Document governed by the laws of such jurisdiction on such Lender's or Issuing Bank's behalf. Without limiting the foregoing, each Lender and each Issuing Bank authorizes the Administrative Agent to execute and deliver, and to perform its obligations under, each of the Loan Documents to which the Administrative Agent is a party, to exercise all rights, powers and remedies that the Administrative Agent may have under such Loan Documents.
- (2) Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, 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; additionally, each Lender and each Issuing Bank agrees that it will not assert any claim against the Administrative Agent based on an alleged breach of fiduciary duty by the Administrative Agent in connection with this Agreement and transactions contemplated hereby. To the extent required by any applicable 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 other Governmental

Authority asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any Lender because the appropriate form was not delivered or was not properly executed or because such Lender failed to notify the Administrative Agent of a change in circumstance which rendered the exemption from, or reduction of, withholding Tax ineffective or for any other reason, such Lender shall indemnify the Administrative Agent fully for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, including any penalties or interest and together with all expenses (including legal expenses, allocated internal costs and out-of-pocket expenses) incurred. For the avoidance of doubt, the Borrower shall not have liability for the actions of the Administrative Agent pursuant to the immediately preceding sentence.

- (3) In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, (a) 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 (i) 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, the Issuing Banks and the Agents and any Subagents allowed in such judicial proceeding and (ii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same, and (b) any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and Issuing Bank 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 and the Issuing Banks, 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 or Issuing Bank any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or Issuing Bank or to authorize the Administrative Agent to vote in respect of the claim of any Lender or Issuing Bank in any such proceeding.

SECTION 9.02 Delegation of Duties. The Administrative Agent may execute any of its 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. The Administrative Agent shall not be responsible for the negligence or misconduct of the agents or attorneys-in-fact selected by it with reasonable care. The Administrative Agent may also from time to time, when the Administrative Agent 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 Administrative Agent. Should any instrument in writing from the Borrower or any other Loan Party be reasonably required by any Subagent so appointed by the Administrative 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 reasonable written request by the Administrative Agent. If any Subagent, or successor thereto, shall die, 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 Administrative Agent until the appointment of a new Subagent. The Administrative Agent shall not be responsible for the negligence or misconduct of any agent, attorney-in-fact or Subagent that it selects in accordance with the foregoing provisions of this Section 9.02 in the absence of the Administrative Agent's gross negligence or willful misconduct.

SECTION 9.03 Exculpatory Provisions. None of the Administrative Agent, its Affiliates or any of their respective officers, directors, employees, agents or attorneys-in-fact shall be (1) liable for any action lawfully 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) or (2) 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, statement or other document referred to or provided for in, or received by the Agents 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 to perform its obligations hereunder or thereunder. The Agents shall not be under any obligation to any Lender to ascertain or to inquire as to the observance 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. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing, and (b) the Administrative Agent shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into:

- (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document;
- (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith;

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- (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default;
 - (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Security Documents;
 - (v) the value or the sufficiency of any Collateral; or
 - (vi) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

SECTION 9.04 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) or conversation believed in good faith by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed in good faith by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to any Credit Event, that by its terms must be fulfilled to the satisfaction of a Lender or any Issuing Bank, the Administrative Agent may presume that such condition is satisfactory to such Lender or Issuing Bank unless the Administrative Agent shall have received notice to the contrary from such Lender or the Issuing Bank prior to such Borrowing. The Administrative 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. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative 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 advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all or other Lenders) as it deems appropriate or 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. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all or other Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

SECTION 9.05 Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless the Administrative Agent has received written notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a “notice of default.” In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give 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 as it shall deem advisable in the best interests of the Lenders.

SECTION 9.06 Non-Reliance on Agents and Other Lenders. Each Lender expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, attorneys-in-fact or Affiliates have made any representations or warranties to it and that no act by the Administrative Agent 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 the Administrative Agent to any Lender. Each Lender represents to the Agents that it has, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own 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 the Administrative Agent or any other Lender, 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, the Administrative Agent shall not 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 the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

SECTION 9.07 Indemnification. The Lenders agree to indemnify each Agent and each Issuing Bank, 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 Revolving Facility Credit Exposure and, in the case of the indemnification of each Agent, unused Commitments hereunder; *provided* that the aggregate principal amount of L/C Disbursements owing to any Issuing Bank shall be considered to be owed to the Revolving Lenders ratably in accordance with their respective Revolving Facility Credit Exposure) (determined at the time such indemnity is sought), 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 the Administrative Agent or such Issuing Bank in any way relating to or arising out of the Commitments, this Agreement, any of the other Loan Documents 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 the Administrative Agent or such Issuing Bank under or in connection with 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 the Administrative Agent's or such Issuing Bank's gross negligence or willful misconduct. The failure of any Lender to reimburse the Administrative Agent or any Issuing Bank, as the case may be, promptly upon demand for its ratable share of any amount required to be paid by the Lenders to the Administrative Agent or such Issuing Bank, as the case may be, as provided herein shall not relieve any other Lender of its obligation hereunder to reimburse the Administrative Agent or such Issuing Bank, as the case may be, for its ratable share of such amount, but no Lender shall be responsible for the failure of any other Lender to reimburse the Administrative Agent or such Issuing Bank, as the case may be, for such other Lender's ratable share of such amount. The agreements in this Section 9.07 shall survive the payment of the Loans and all other amounts payable hereunder.

SECTION 9.08 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 the Administrative Agent were not the Administrative Agent. With respect to its Loans made or renewed by it and with respect to any Letter of Credit issued, or Letter of Credit participated in 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 the Administrative Agent, and the terms "Lender" and "Lenders" shall include each Agent in its individual capacity.

SECTION 9.09 Successor Agent. The Administrative Agent may resign as Administrative Agent upon thirty days' notice to the Lenders and the Borrower. Any such resignation by the Administrative Agent hereunder shall also constitute its resignation as an Issuing Bank, in which case the resigning Administrative Agent (x) shall not be required to issue any further Letters of Credit hereunder and (y) shall maintain all of its rights as Issuing Bank with respect to any Letters of Credit issued by it prior to the date of such resignation. If the Administrative Agent resigns as the Administrative Agent under this Agreement and the other Loan Documents, then the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall (unless a Specified Event of Default shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent, and the reference to the resigning Administrative Agent means such successor agent effective upon such appointment and approval, and the former Administrative Agent's rights, powers and duties as Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Loans. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent which shall be a bank with an office in New York, New York, or an Affiliate of any such bank. If no successor agent has accepted appointment as Administrative Agent by the date that is 30 days following a retiring Administrative Agent's notice of resignation, the retiring

Administrative Agent's resignation will nevertheless thereupon become effective, and the Required Lenders will thereafter perform all the duties of such Administrative Agent hereunder or under any other Loan Document until such time, if any, as the Required Lenders and the Issuing Banks appoint a successor Administrative Agent which shall (unless a Specified Event of Default shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed). After any retiring Administrative Agent's resignation as Administrative Agent, the provisions of this Section 9.09 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and the other Loan Documents.

SECTION 9.10 Arrangers; Co-Syndication Agents; Co-Documentation Agents. None of the Arrangers, Co-Syndication Agents or Co-Documentation Agents will have any duties, responsibilities or liabilities hereunder in their respective capacities as such.

SECTION 9.11 Collateral and Guaranty Matters.

- (1) Each of the Lenders (including in its capacity as a potential Qualified Counterparty or Cash Management Bank) and the other Secured Parties irrevocably appoints and authorizes the Administrative Agent and the Collateral Agent to be the agent for and representative of the Lenders with respect to the Collateral Agreement, the Collateral and the Security Documents, together with such powers and discretion as are reasonably incidental thereto; *provided* that neither the Administrative Agent nor the Collateral Agent shall owe any fiduciary duty, duty of loyalty, duty of care, duty of disclosure or any other obligation whatsoever to any holder of any Cash Management Obligations or Obligations with respect to any Specified Hedge Agreement.
- (2) Each Agent, each Lender and each other Secured Party agrees that:
 - (a) Liens on any property granted to or held by an Agent in favor of any Secured Party under any Loan Document will be automatically released,
 - (i) upon Payment in Full and the termination of the Commitments;
 - (ii) at the time the property subject to such Lien is Disposed (or to be Disposed) as part of, or in connection with, any transfer permitted under the Loan Documents to any Person that is not (and is not required to be) a Loan Party,
 - (iii) if the property subject to such Lien is owned by a Guarantor, upon release of such Guarantor from its obligations under the Collateral Agreement pursuant to clause (c) below;
 - (iv) subject to Section 10.08, if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders; or
 - (v) upon such property becoming an Excluded Asset or Excluded Equity Interest.

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- (b) it will release or subordinate any Lien on any property granted to or held by the Administrative Agent or the Collateral Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.02(3);
 - (c) if any Subsidiary Loan Party ceases to be a Subsidiary in a transaction permitted hereunder, is not a Material Subsidiary or as a result of a transaction permitted hereunder becomes an Excluded Subsidiary (in each case, as certified in writing by a Responsible Officer), and the Borrower notifies the Administrative Agent in writing that it wishes such Guarantor to be released from its obligations under the Collateral Agreement and, upon request of the Administrative Agent or the Collateral Agent, as applicable, provides the Administrative Agent and the Collateral Agent certifications that such Subsidiary Loan Party is not a Material Subsidiary or has become an Excluded Subsidiary (as applicable), it will release (or evidence the release) of (i) such Subsidiary Loan Party from its obligations under the Collateral Agreement and the other Loan Documents and (ii) any Liens granted by such Subsidiary or Liens on the Equity Interests of such Subsidiary; and
 - (d) the Administrative Agent and the Collateral Agent will exclusively exercise the rights and remedies under the Loan Documents, and neither the Lenders nor any other Secured Party will exercise such rights and remedies (other than the Required Lenders through the Administrative Agent); *provided* that the foregoing shall not preclude any Lender from exercising any right of set-off in accordance with the provisions of Section 10.06 or enforcing compliance with the provisions set forth in clauses (i) through (vi) of Section 10.08(2) or from exercising rights and remedies (other than the enforcement of Collateral) with respect to any payment default after the occurrence of the Maturity Date with respect to any Term Loans made by it or filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law.

Each Agent agrees that it will take such action and execute any such documents as may be reasonably requested by the Borrower in connection with any of the foregoing releases or any such subordination. Each of the Collateral Agent and the Administrative Agent shall be entitled to rely exclusively on an officers certificate of the Borrower confirming that such release or subordination (as applicable) is permitted hereunder. Each Lender and each Secured Party irrevocably authorizes each Administrative Agent to take such action and execute any such document and consents to such reliance. No Agent will be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Collateral Agent's Lien thereon, or contained in any certificate prepared or delivered by the Borrower or any Loan Party in connection with the Collateral or compliance with the terms set forth above or in a Loan Document, nor shall any Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral.

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Loan Party from its obligations under, the Loan Documents. Notwithstanding anything to the contrary set forth herein, any execution and delivery of documents by any Agent pursuant to this Section 9.11 shall be without recourse to or warranty by such Agent and at the Borrower's expense; and such documents shall be reasonably acceptable to such Agent and the Borrower.

- (3) Anything contained in any of the Loan Documents to the contrary notwithstanding, each Agent, each Lender and each Secured Party hereby agree that:
- (a) no Lender or other Secured Party shall have any right individually to realize upon any of the Collateral or to enforce the Collateral Agreement or any other Loan Document, it being understood and agreed that all powers, rights and remedies hereunder and under any of the Loan Documents may be exercised solely by the Administrative Agent or the Collateral Agent, as applicable, for the benefit of the Secured Parties in accordance with the terms hereof and thereof, and all powers, rights and remedies under the Collateral Documents may be exercised solely by the Collateral Agent for the benefit of the Lenders in accordance with the terms thereof;
 - (b) in the event of a foreclosure or similar enforcement action by the Collateral Agent on any of the Collateral pursuant to a public or private sale or other disposition (including pursuant to Section 363(k), Section 1129(b)(2)(a)(ii) or otherwise of the U.S. Bankruptcy Code), the Collateral Agent (or any Lender, except with respect to a "credit bid" pursuant to Section 363(k), Section 1129(b)(2)(a)(ii) or otherwise of the U.S. Bankruptcy Code) 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 Lenders (but not any Lender or Lenders in its or their respective individual capacities), shall be entitled, upon instructions from the Required Lenders, 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 sale or disposition, to use and apply any of the Obligations as a credit on account of the purchase price for any collateral payable by the Collateral Agent at such sale or other disposition;
 - (c) no provision of any Loan Documents shall require the creation, perfection or maintenance of pledges of or security interests in, or the obtaining of title insurance or abstracts with respect to, any Excluded Assets, any Excluded Equity Interests and any other particular assets, if and for so long as, in the reasonable judgment of the Collateral Agent, the cost of creating, perfecting or maintaining such pledges or security interests in such other particular assets or obtaining title insurance or abstracts in respect of such other particular assets is excessive in view of the fair market value of such assets or the practical benefit to the Lenders afforded thereby as reasonably determined by a Responsible Officer of the Borrower and the Administrative Agent (or with respect to matters relating primarily to the ABL Priority Collateral, the Borrower and the ABL Agent);

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- (d) the Collateral Agent may grant extensions of time for the creation or perfection of security interests in or the obtaining of title insurance and surveys with respect to particular assets (including extensions beyond the Closing Date for the creation or perfection of security interests in the assets of the Loan Parties on such date) where it reasonably determines, in consultation with the Borrower, that creation or 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 Collateral Documents;
 - (e) no actions required by the Laws of any non-U.S. jurisdiction shall be required in order to create any security interests in any assets or to perfect such security interests (including any intellectual property registered in any non-U.S. jurisdiction) (it being understood that there shall be no security agreements or pledge agreements governed under the Laws of any non-U.S. jurisdiction);
 - (f) no control agreements shall be required with respect to assets requiring perfection through control agreements or perfection by “control” (as defined in the Uniform Commercial Code); and
 - (g) the provisions of Section 5.10(4) of this Agreement and Sections 4.01(4) and 4.01(6) of the Collateral Agreement shall supersede any other provision of a Loan Document to the contrary.

SECTION 9.12 Certain ERISA Matters.

- (1) 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, solely for the benefit of, the Administrative Agent, the Arrangers and the Bookrunners and their respective Affiliates (the “Relevant Parties”), 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:

- (a) such Lender is not using “plan assets” of one or more Benefit Plans in connection with the Loans, the Letter of Credit or the Commitments;

- (b) 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, and the conditions of such exemptions are satisfied will continue to be satisfied, with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letter of Credit, the Commitments and this Agreement;

(c) (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 Letter of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letter of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied, and the conditions of such exemption are satisfied and will continue to be satisfied, with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letter of Credit, the Commitments and this Agreement; or

(d) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

- (2) In addition, (I) unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (II) if such sub-clause (i) is not true with respect to a Lender and such Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Relevant Parties, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that:

(a) none of the Relevant Parties is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, or any of the other Loan Documents);

(b) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement is independent (within the meaning of 29 CFR § 2510.3-21, as amended from time to time) and is a bank, an insurance carrier, a registered investment adviser, a registered broker-dealer or other person that has under management or control, total assets of at least \$50 million, in each case as described in 29 CFR § 2510.3-21(c)(1)(i)(A)-(E), as amended from time to time;

(c) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letter of Credit, the Commitments and this Agreement is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies;

(d) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement is a fiduciary under ERISA or the Code, or both, with respect to the Loans, the Letter of Credit, the Commitments and this Agreement and is responsible for exercising independent judgment in evaluating the transactions hereunder; and

(e) no fee or other compensation is being paid directly to any Relevant Party for investment advice (as opposed to other services) in connection with the Loans, the Letter of Credit, the Commitments or this Agreement.

- (3) Each of the Administrative Agent, the Lead Arrangers and the Bookrunners hereby informs the Lenders that each such Person is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letter of Credit, the Commitments and this Agreement, (ii) may recognize a gain if it extended the Loans, the Letter of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letter of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

For purposes of this Section 9.12, the following definitions apply to each of the capitalized terms below:

“**Benefit Plan**” means any of (a) an “employee benefit plan” (as defined in ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in Section 4975 of the Code, to which Section 4975 of the Code applies 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”.

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

ARTICLE X

Miscellaneous

SECTION 10.01 Notices: Communications.

- (1) Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in Section 10.01(2)), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or e-mail, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, in each case, as follows:

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- (a) if to any Loan Party, the Administrative Agent or any Issuing Bank as of the Closing Date, to the address, facsimile number, e-mail address or telephone number specified for such Person on Schedule 10.01; and
 - (b) if to any other Lender or Issuing Bank, to the address, facsimile number, e-mail address or telephone number specified in its Administrative Questionnaire.
 - (2) Notices and other communications to the Lenders and any Issuing Bank hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices to any Lender or any Issuing Bank pursuant to Article II if such Lender or any Issuing Bank, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications. Notices sent by e-mail shall be deemed to have been given when sent and confirmation of transmission received (except that, if not sent during normal business hours for the recipient, such e-mail shall be deemed to have been given at the opening of business on the next Business Day for the recipient).
 - (3) Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices sent by facsimile shall be deemed to have been given when sent and confirmation of transmission received (except that, if not sent during normal business hours for the recipient, such notice 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 10.01(2) shall be effective as provided in such Section 10.01(2).
 - (4) Any party hereto may change its address, facsimile number or e-mail address for notices and other communications hereunder by notice to the other parties hereto.
 - (5) Documents required to be delivered hereunder may be delivered electronically (including as set forth in Section 10.17) and if so delivered, shall be deemed to have been delivered on the date (a) 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 10.01 or (b) 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 (i) the Borrower shall notify the Administrative Agent (by facsimile or e-mail) of the posting of any such documents and, upon the Administrative Agent's written request, provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents and (ii) upon reasonable written

request by the Administrative Agent, the Borrower shall also provide a hard copy to the Administrative Agent of any such document; *provided, further*, that any documents posted for which a link is provided after normal business hours for the recipient shall be deemed to have been given at the opening of business on the next Business Day. 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 Loan Parties 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 10.02 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 Lenders and each Issuing Bank and shall survive the making by the Lenders of the Loans, the execution and delivery of the Loan Documents and the issuance of the Letters of Credit, regardless of any investigation made by such Persons or on their behalf, and shall continue in full force and effect until the Obligations are Paid in Full, the Commitments are terminated and any outstanding Letters of Credit are expired, terminated or cash collateralized on terms reasonably satisfactory to the applicable Issuing Bank(s) in accordance herewith. Without prejudice to the survival of any other agreements contained herein, indemnification and reimbursement obligations contained herein (including pursuant to Sections 2.15, 2.17 and 10.05) shall survive the payment in full of the principal and interest hereunder, the expiration of the Letters of Credit and the termination of the Commitments or this Agreement.

SECTION 10.03 Binding Effect. This Agreement shall become effective when it has been executed by the Borrower and the Administrative Agent and when the Administrative Agent has received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the Borrower, the Subsidiary Loan Parties, each Agent, each Issuing Bank, each Lender and their respective permitted successors and assigns.

SECTION 10.04 Successors and Assigns.

- (1) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of the Issuing Bank that issues any Letter of Credit), except that (a) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void), except to any Successor Borrower pursuant to Section 6.05 and (b) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 10.04. 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 (including any Affiliate of the Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in paragraph (3) of this Section 10.04) and, to the extent expressly contemplated hereby, the Related Parties of each of the Agents, any Issuing Bank and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement or the other Loan Documents.

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- (2) (a) Subject to the conditions set forth in paragraph (2)(b) of this Section 10.04, any Lender may assign to one or more assignees (other than a natural person, a Disqualified Institution or a Defaulting Lender) (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 (such consent not to be unreasonably withheld, delayed or conditioned) of:
- (i) the Borrower; *provided* that no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if a Specified Event of Default with respect to the Borrower has occurred and is continuing; *provided, further*, that such consent shall be deemed to have been given if the Borrower has not responded within ten (10) Business Days after delivery of a written request therefor by the Administrative Agent; and
 - (ii) the Administrative Agent and each Issuing Bank; *provided* that no consent of the Administrative Agent or any Issuing Bank will be required for an assignment of all or any portion of Loan to a Lender, an Affiliate of a Lender or an Approved Fund; and
- (b) Assignments shall be subject to the following additional conditions:
- (i) 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, the amount of the 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 \$2,500,000, unless each of the Borrower and the Administrative Agent otherwise consent; *provided* that (1) no such consent of the Borrower shall be required if a Specified Event of Default with respect to the Borrower has occurred and is continuing and (2) 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 Approved Funds being treated as one assignment for purposes of meeting the minimum assignment amount requirement), if any;
 - (ii) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance via an electronic settlement system acceptable to the Administrative Agent (or, if previously agreed with the Administrative Agent, manually), and, shall pay to the Administrative Agent a processing and recordation fee of \$3,500 (which fee may be waived or reduced in the sole discretion of the Administrative Agent);

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- (iii) the Assignee, if it shall not already be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and any tax forms required to be delivered pursuant to Section 2.17;
 - (iv) the Assignee will not be the Borrower or any of the Borrower's Affiliates or Subsidiaries; and
 - (v) the Assignor shall deliver to the Administrative Agent any Note issued to it with respect to the assigned Loan.
- (c) Subject to acceptance and recording thereof pursuant to paragraph (2)(e) of this Section 10.04, 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 10.05 with respect to facts and circumstances occurring prior to the effective date of such Assignment and Acceptance). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 10.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (4) of this Section 10.04 to the extent such participation would be permitted by such Section 10.04(4).
- (d) The Administrative Agent, acting for this purpose as the Administrative 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 amount (and stated interest with respect thereto) of the Loans and Revolving L/C Exposure owing to, each Lender pursuant to the terms hereof from time to time (the "*Register*"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent, the Issuing Bank and the Lenders may 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 Issuing Bank and any Lender (but solely, in the case of a Lender, entries with respect to such Lender's Loans) at any reasonable time and from time to time upon reasonable prior notice. This clause (d) and Section 2.09 shall be construed so that all Refinancing Term Loans are at all times maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code and any related Treasury regulations (or any other relevant or successor provisions of the Code or of such Treasury regulations).

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- (e) 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), all applicable tax forms, any Note outstanding with respect to the assigned Loan (or other documentation (including an affidavit of loss and indemnity agreement) reasonably acceptable to the Borrower in lieu thereof), the processing and recordation fee referred to in paragraph (2)(b)(ii) of this Section 10.04 and any written consent to such assignment required by paragraph (2) of this Section 10.04, the Administrative Agent promptly shall accept such Assignment and Acceptance and record the information contained therein in the Register. 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 paragraph (2)(e).
- (3) By executing and delivering an Assignment and Acceptance, the assigning Lender thereunder and the Assignee thereunder shall be deemed to confirm to and agree with each other and the other parties hereto as follows:
- (a) such assigning Lender warrants that it is the legal and beneficial owner of the interest being assigned thereby free and clear of any adverse claim and that its Revolving Facility Commitment, and the outstanding balances of its Revolving Loans, in each case, without giving effect to assignments thereof which have not become effective, are as set forth in such Assignment and Acceptance;
 - (b) except as set forth in clause (a) above, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto, or the financial condition of the Borrower or any Restricted Subsidiary or the performance or observance by the Borrower or any Restricted Subsidiary of any of its obligations under this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto;
 - (c) the Assignee represents and warrants that it is legally authorized to enter into such Assignment and Acceptance;
 - (d) the Assignee confirms that it has received a copy of this Agreement, together with copies of the most recent Required Financial Statements delivered pursuant to Section 5.04, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance;
 - (e) the Assignee will independently and without reliance upon the Administrative Agent or the Collateral Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement;

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- (f) the Assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to the Administrative Agent by the terms of this Agreement, together with such powers as are reasonably incidental thereto; and
 - (g) the Assignee agrees that it will perform in accordance with their terms all the obligations which by the terms of this Agreement are required to be performed by it as a Lender.
- (4) (a) Any Lender may, without the consent of the Administrative Agent or, subject to Section 10.04(8), the Borrower, sell participations to one or more banks or other entities (other than any Disqualified Institution) (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*
- (i) such Lender’s obligations under this Agreement shall remain unchanged;
 - (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations; and
 - (iii) the Borrower, the Administrative Agent, the Issuing Bank 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 that* (A) such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) requires the consent of each Lender directly affected thereby pursuant to Section 10.04(1) (a) or clauses (i), (ii), (iii), (iv), (v) or (vi) of the first proviso to Section 10.08(2) and (2) directly affects such Participant and (B) no other agreement with respect to amendment, modification or waiver may exist between such Lender and such Participant. Subject to clause (4)(b) of this Section 10.04, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (in each case subject to the requirements thereof and the delivery of any documentation required thereunder) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (2) of this Section 10.04. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.06 as though it were a Lender; *provided that* such

Participant shall be subject to Section 2.18(5) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "**Participant Register**"); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register. Each Lender shall indemnify the Loan Parties for any Taxes (including any additions to Tax) attributable to or resulting from such Lender's failure to comply with the provisions of this Section 10.04(4)(a) relating to the maintenance of a Participant Register.

- (b) 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, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. A Participant shall not be entitled to the benefits of Section 2.17 to the extent such Participant fails to comply with Section 2.17(5) as though it were a Lender.
- (5) 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 or other central bank; *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.
- (6) 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 paragraph (5) of this Section 10.04; *provided* that such Lender will have delivered for exchange any Notes previously issued with respect to the applicable Loans (or other documentation (including an affidavit of loss and indemnitee agreement) reasonably acceptable to the Borrower in lieu thereof).

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- (7) If the Borrower wishes to replace the Loans or Commitments with ones having different terms, it shall have the option, with the consent of the Administrative Agent and, where relevant, each Issuing Bank, and subject to at least three Business Days' advance notice to the Lenders, instead of repaying the Loans or reducing or terminating the Commitments to be replaced, to (i) require the Lenders to assign such Loans or Commitments to the Administrative Agent or its designees and (ii) amend the terms thereof in accordance with Section 10.08 (with such replacement, if applicable, being deemed to have been made pursuant to Section 10.08(5)). Pursuant to any such assignment, all Loans and Commitments to be replaced shall be purchased at par (allocated among the Lenders in the same manner as would be required if such Loans were being optionally prepaid or such Commitments were being optionally reduced or terminated by the Borrower), accompanied by payment of any accrued interest and fees thereon and any amounts owing pursuant to Section 10.05(2); *provided* that, for the avoidance of doubt, the Administrative Agent shall not be required to purchase such Loans and Commitments to be replaced unless it has agreed to purchase such Loans and Commitments in its sole discretion. By receiving such purchase price, the Lenders shall automatically be deemed to have assigned the Loans or Commitments pursuant to the terms of the form of Assignment and Acceptance attached hereto as Exhibit A, and accordingly no other action by such Lenders shall be required in connection therewith. The provisions of this paragraph (7) are intended to facilitate the maintenance of the perfection and priority of existing security interests in the Collateral during any such replacement.
- (8) Notwithstanding the foregoing, no assignment may be made or participation sold to a Disqualified Institution without the prior written consent of the Borrower; *provided* that, in connection with a participation, the Lenders shall have received a list of the Disqualified Institutions prior to the execution of such participation right. To the extent that any assignment is purported to be made or participation is purported to be sold to a Disqualified Institution (notwithstanding this clause (8) or otherwise), such Disqualified Institution shall be required immediately (and in any event within five (5) Business Days) to assign all Loans and Commitments then owned by such Disqualified Institution to another Lender (other than a Defaulting Lender) or another Assignee in accordance with this Section 10.04 or unwind such participation, as applicable (and the Borrower shall be entitled to seek specific performance in any applicable court of law or equity to enforce this sentence).

SECTION 10.05 Expenses; Indemnity.

- (1) If the Transactions are consummated and the Closing Date occurs, the Borrower agrees to pay all reasonable, documented and invoiced out-of-pocket expenses incurred by the Administrative Agent and the Arrangers in connection with the preparation of this Agreement and the other Loan Documents, or by the Administrative Agent, the Arrangers (and, in the case of enforcement of this Agreement, each Lender) in connection with the preparation, execution and delivery, amendment, modification, waiver or enforcement of this Agreement and the other Loan Documents (including expenses incurred in connection with due diligence and initial and ongoing Collateral examination to the extent incurred with the reasonable prior approval of the Borrower or provided for in this

Agreement or the other Loan Documents) or in connection with the administration of this Agreement or the other Loan Documents and any amendments, modifications or waivers of the provisions hereof or thereof, including the reasonable, documented and invoiced fees and out-of-pocket charges and disbursements of a single counsel for the Administrative Agent and the Arrangers (which shall be Simpson Thacher and Bartlett LLP), one firm of local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) and, in the case of any actual or perceived conflict of interest, one additional firm of counsel for each such group of affected Persons similarly situated.

- (2) The Borrower agrees to indemnify the Administrative Agent, each Arranger, each Lender, each of their respective Affiliates and each of their respective directors, officers, employees, agents, advisors, controlling Persons, equityholders, partners, members and other representatives and each of their respective successors and permitted assigns (each such Person being called an “*Indemnitee*”) against, and to hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and reasonable, documented and invoiced out-of-pocket fees and expenses (limited to reasonable and documented legal fees of a single firm of counsel for all Indemnitees, taken as a whole, and, if necessary, one firm of counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for all Indemnitees taken as a whole (and, in the case of an actual or perceived conflict of interest, where the applicable Indemnitees affected by such conflict informs the Borrower of such conflict and has retained, or thereafter retains, its own counsel, of an additional counsel for each group of affected Indemnitees similarly situated taken as a whole)), incurred by or asserted against any Indemnitee arising out of, in any way connected with, or as a result of:
- (a) the execution, delivery or administration of this Agreement or any other Loan Document, the performance by the parties hereto and thereto of their respective obligations thereunder or the consummation of the Transactions and the other transactions contemplated hereby;
 - (b) the use of the proceeds of the Loans; or
 - (c) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether based in contract, tort or any other theory, whether or not any Indemnitee is a party thereto and regardless of whether such matter is initiated by a third party or by the Borrower or any of their Restricted Subsidiaries or Affiliates or creditors (and including any investigation, preparation for, or defense of any pending or threatened claim, litigation, investigation or proceeding);

provided that no Indemnitee will be indemnified for any loss, claim, damage, liability, cost or expense to the extent it: (i) has been determined by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from (A) the gross negligence, bad faith or willful misconduct of such Indemnitee or any of its Related Parties or (B) a material breach of the obligations of such Indemnitee under the Loan Documents or (ii) relates to any proceeding between or among Indemnitees other than (A) claims against Administrative Agent or

Arrangers or their respective Affiliates, in each case, in their capacity or in fulfilling their role as the agent or arranger or any other similar role under the Revolving Facility (excluding their role as a Lender) to the extent such Persons are otherwise entitled to receive indemnification under this Section 10.05(2) or (B) claims arising out of any act or omission on the part of the Borrower or its Restricted Subsidiaries.

- (3) Subject to and without limiting the generality of the foregoing sentence, the Borrower agrees to indemnify each Indemnitee against, and hold each Indemnitee harmless from, any and all losses claims, damages, liabilities and related out-of-pocket expenses, including reasonable, documented and invoiced fees and out-of-pocket charges and disbursements of one firm of counsel for all Indemnitees, taken as a whole, and, if necessary, one firm of counsel in each appropriate jurisdiction (which may include a single special counsel in multiple jurisdictions) for all Indemnitees taken as a whole (and, in the case of an actual or perceived conflict of interest where the applicable Indemnitees affected by such conflict informs the Borrower of such conflict, an additional counsel for each group of affected Indemnitees similarly situated, taken as a whole) and reasonable, documented and invoiced consultant fees, in each case, incurred by or asserted against any Indemnitee arising out of, in any way connected with, or as a result any claim related in any way to Environmental Laws and the Borrower or any of the Restricted Subsidiaries, or any actual or alleged presence, Release or threatened Release of Hazardous Materials at, under, on or from any property for which the Borrower or any Restricted Subsidiaries would reasonably be expected to be held liable under Environmental Laws; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee or any of its Related Parties.
- (4) Any indemnification or payments required by the Loan Parties under this Section 10.05 shall not apply with respect to (a) Taxes other than (x) any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim and (y) expenses related to the enforcement of Section 2.17 or (b) Taxes that are duplicative of any indemnification or payments required by the Loan Parties under Section 2.15 or 2.17.
- (5) To the fullest extent permitted by applicable law, no Indemnitee or Loan Party shall assert, and each hereby waives, any claim against any Indemnitee or Loan Party, as applicable, nor will any Indemnitee, Loan Party or any of their respective Affiliates be liable, 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 Commitment, any Letter of Credit, any Loan or the use of the proceeds thereof. No Indemnitee, Loan Party or any of their respective Affiliates shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby; *provided* that, nothing in this clause (5) shall relieve any Loan Party of any obligation it may otherwise have hereunder to indemnify an Indemnitee against special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

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- (6) The agreements in this Section 10.05 shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all the other Obligations and the termination of this Agreement. All amounts due under this Section 10.05 shall be payable on written demand therefor accompanied by reasonable documentation with respect to any reimbursement, indemnification or other amount requested.

SECTION 10.06 Right of Set-off.

- (1) If an Event of Default shall have occurred and be continuing, each Revolving Lender and each Issuing Bank 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) at any time held and other Indebtedness at any time owing by such Revolving Lender or such Issuing Bank to or for the credit or the account of the Borrower or any Subsidiary Loan Party against any and all of the Obligations (except to the extent relating to Refinancing Term Loans) of the Borrower or any Subsidiary Loan Party now or hereafter existing under this Agreement or any other Loan Document held by such Revolving Lender or such Issuing Bank, irrespective of whether or not such Revolving Lender or such Issuing Bank shall have made any demand under this Agreement or such other Loan Document and although such Obligations may be unmatured. The rights of each Revolving Lender and each Issuing Bank under this Section 10.06(1) are in addition to other rights and remedies (including other rights of set-off) that such Revolving Lender or such Issuing Bank may have, but may be exercised only at the direction of the Administrative Agent or the Required Lenders.
- (2) After the Discharge of ABL Revolving Claims, if an Event of Default shall have occurred and be continuing, each Refinancing Term Lender 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) at any time held and other Indebtedness at any time owing by such Refinancing Term Lender to or for the credit or the account of the Borrower or any Subsidiary Loan Party against any and all of the Obligations (to the extent relating to the Refinancing Term Loans) of the Borrower or any Subsidiary Loan Party now or hereafter existing under this Agreement or any other Loan Document held by such Refinancing Term Lender, irrespective of whether or not such Refinancing Term Lender shall have made any demand under this Agreement or such other Loan Document and although such Obligations may be unmatured. The rights of each Refinancing Term Lender under this Section 10.06(2) are in addition to other rights and remedies (including other rights of set-off) that such Refinancing Term Lender may have, but may be exercised only at the direction of the Administrative Agent or the Required Term Lenders and only after the Discharge of ABL Revolving Claims.

SECTION 10.07 Applicable Law. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN THE OTHER LOAN DOCUMENTS) AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

SECTION 10.08 Waivers: Amendment.

- (1) No failure or delay of the Administrative Agent, any Issuing Bank 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 each Agent, each Issuing Bank 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 the Borrower or any other Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (2) of this Section 10.08, 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 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.
- (2) Subject to Section 2.14(2) and 10.08(12) below, except as otherwise set forth in this Agreement (or the applicable Loan Documents), neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except:
 - (a) as provided in Sections 2.21, 2.22, 2.23 and 10.20;
 - (b) in the case of this Agreement, pursuant to an agreement or agreements in writing signed by the Borrower and the Required Lenders; and
 - (c) in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by each party thereto, the Administrative Agent (with the consent of the Required Lenders) and the Borrower;

provided, however, that, except as expressly provided in Sections 2.14(2), 2.21, 2.22, 2.23 and 10.20, no such agreement will:

- (i) decrease, forgive, waive or excuse the principal amount of, or any interest on, or extend the final maturity of, or decrease the rate of interest on, any Loan or any L/C Disbursement, or extend the stated expiration of any Letter of Credit beyond the Maturity Date, without the prior written consent of each Lender directly and adversely affected thereby, except as provided in Section 2.05(3) with respect to the expiration of Letters of Credit (it being understood that waivers or other modifications of any conditions precedent, covenants, mandatory prepayments, mandatory commitment reductions, default interest, Defaults or Events of Default shall not constitute a decrease, forgiveness, waiver or excuse of the principal amount of, or any interest on, or an extension of the final maturity of, or a decrease the rate of interest on, any Loan or L/C Disbursement or an extension of the stated expiration of any Letter of Credit beyond the Maturity Date);
- (ii) increase or extend the Commitment or Refinancing Term Loan Commitment of any Lender or decrease, forgive, waive or excuse the Commitment Fees or L/C Participation Fees or other fees of any Lender, Agent or Issuing Bank without the prior written consent of such Lender, Agent or Issuing Bank (it being understood that waivers or other modifications of conditions precedent, covenants, mandatory prepayments, mandatory commitment reductions, default interest, Defaults or Events of Default or of a mandatory reduction in the aggregate Commitments or Refinancing Term Loan Commitments shall not constitute an increase or extension of the Commitments or Refinancing Term Loan Commitments of any Lender or a decrease, forgiveness, waiver or excuse of any such fees);
- (iii) extend any date on which payment of principal or interest on any Loan or any L/C Disbursement or any Fees is due, without the prior written consent of each Lender directly and adversely affected thereby (it being understood that waivers or other modifications of any conditions precedent, covenants, mandatory prepayments, mandatory commitment reductions, default interest, Defaults or Events of Default shall not constitute an extension of any date on which payment of principal or interest on any Loan, L/C Disbursement or any Fee is due);
- (iv) amend the provisions of Section 2.18(3), (4) or (5) of this Agreement, Section 5.02 of the Collateral Agreement or any analogous provision of any other Loan Document, in a manner that would by its terms alter the pro rata sharing of payments required thereby or the relative priorities of such payments, without the prior written consent of each Lender directly and adversely affected thereby;
- (v) change the definition of the term "Borrowing Base" or any component definition thereof if as a result thereof the amounts available to be borrowed by the Borrower would be increased, or increase any of the percentages set forth in the definition of "Borrowing Base", without the prior written consent of the Supermajority Lenders; *provided* that, for the avoidance of doubt, the foregoing shall not limit the ability of the Administrative Agent to implement, change or eliminate any Reserves in its Reasonable Credit Judgment as permitted hereunder without the prior written consent of any Lenders;

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- (vi) amend or modify the provisions of this Section 10.08 or the definition of the term “Supermajority Lenders”, “Required Lenders”, “Required Revolving Lenders” or “Required Term Lenders”, as the case may be, or any other provision hereof specifying the number or percentage of Supermajority Lenders, Required Lenders, Required Revolving Lenders or Required Term Lenders, as the case may be, 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 applicable Lender; or
 - (vii) subordinate or release the liens on all or substantially all of the Collateral or all or substantially all of the aggregate value of the Guarantees (other than in connection with any transfer or other release of Collateral or of the relevant Guarantor permitted by the Loan Documents), without the prior written consent of each Lender;

provided, further, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or an Issuing Bank hereunder without the prior written consent of the Administrative Agent or such Issuing Bank acting as such at the effective date of such agreement, as applicable.

Each Lender shall be bound by any waiver, amendment or modification authorized by this Section 10.08 and any consent by any Lender pursuant to this Section 10.08 shall bind any assignee of such Lender.

- (3) Without the consent of any Lender or Issuing Bank, the Loan Parties and the Administrative Agent may enter into any amendment, modification or waiver of any Loan Document, or enter into any new agreement or instrument, in each case 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, 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.
- (4) No Lender consent is required to effect any amendment or supplement to any Intercreditor Agreement that is:
 - (a) for the purpose of adding the holders of Junior Lien Debt or Indebtedness secured on a pari passu basis with the Liens securing the Initial Term Loans, Permitted Junior Secured Refinancing Debt (or a Debt Representative with respect thereto) as parties thereto, as expressly contemplated by the terms of such Intercreditor Agreement (it being understood that any such amendment or supplement may make such other changes to the applicable Intercreditor Agreement as, in the good faith determination of the Administrative Agent, are required to effectuate the foregoing), or

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- (b) expressly contemplated by any Intercreditor Agreement.
- (5) This Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (a) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Loans and the Letters of Credit and the accrued interest and fees in respect thereof and (b) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders; *provided* that after giving effect to such new credit facilities (and each incurrence of Indebtedness thereunder), in no event shall the total Revolving Facility Credit Exposure (plus any such Indebtedness under a new facility permitted under this section (5)) exceed the Line Cap (subject to the Administrative Agent's authority, in its sole discretion, to make Overadvances under Section 2.01(2) or Protective Advances under Section 2.01(3));
- (6) Notwithstanding anything in this Section 10.08 to the contrary, the Borrower may enter into Incremental Facility Amendments in accordance with Section 2.21, Refinancing Amendments in accordance with Section 2.22, and Extension Amendments in accordance with Section 2.23, and such Incremental Facility Amendments, Refinancing Amendments and Extension Amendments shall be effective to amend the terms of this Agreement and the other applicable Loan Documents, in each case, without any further action or consent of any other party to any Loan Document.
- (7) [Reserved].
- (8) Notwithstanding anything to the contrary herein or any other Loan Document other than as set forth in the definition of "Required Revolving Lenders" or "Required Term Lenders", no Defaulting Lender or Disqualified Institution will have any 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, the Required Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than any Defaulting Lenders or Disqualified Institutions.
- (9) Notwithstanding anything in this Agreement or any other Loan Document to the contrary, any amendment or waiver that by its terms affects the rights or duties of Lenders holding Loans or Commitments of a particular tranche (but not the Lenders holding Loans or Commitments of any other tranche) will require only the requisite percentage in interest of the affected Lenders that would be required to consent thereto if such Lenders were the only Lenders.
- (10) Notwithstanding anything in this Agreement or any other Loan Document to the contrary, technical and conforming modifications to the Loan Documents may be made with the consent of the Borrower and the Administrative Agent.

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- (11) Prior to the Discharge of ABL Revolving Claims, any amendment, modification, termination or waiver of or consent with respect to any provision of this Agreement solely affecting the Refinancing Term Lenders will be in writing and signed by the Administrative Agent and the Required Term Lenders. Prior to the Discharge of ABL Revolving Claims, it is understood that no Term Lender will have any voting or consent rights under, or with respect to, any Loan Document other than as expressly provided herein.
 - (12) Notwithstanding anything in this Agreement or any other Loan Document to the contrary, the Administrative Agent, with the consent of the Borrower, may amend, modify or supplement any Loan Document without the consent of any Lender or the Required Lenders in order to correct, amend or cure any ambiguity, inconsistency or defect or correct any typographical error or other manifest error in any Loan Document, and such amendment, modification or supplement shall become effective without any further action or consent of any other party to any Loan Document if the same is not objected to in writing by the Required Lenders within five Business Days following receipt of notice thereof.
 - (13) In addition, notwithstanding anything to the contrary herein or any other Loan Document, the Collateral Agreement, each of the other Security Documents and any related documents may be in a form reasonably determined by the Administrative Agent and the Borrower and may be, together with this Agreement, amended and waived with the consent of the Administrative Agent at the request of the Borrower without the need to obtain the consent of any other Lender if such amendment or waiver is delivered in order (a) to comply with local Law or advice of local counsel, (b) to cure ambiguities or defects (as reasonably determined by the Administrative Agent and the Borrower) or (c) to cause such Security Document or other document to be consistent with this Agreement and the other Loan Documents

SECTION 10.09 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 no event will the total interest received by any Lender exceed the amount which it could lawfully have received and any such excess amount received by any Lender will be applied to reduce the principal balance of the Loans or to other amounts (other than interest) payable hereunder to such Lender, and if no such principal or other amounts are then outstanding, such excess or part thereof remaining will be paid to the Borrower.

SECTION 10.10 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, the Fee Letters 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 any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

SECTION 10.11 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 RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. 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 10.11.

SECTION 10.12 Severability. In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 10.13 Counterparts. This Agreement may be executed in one 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 10.03. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission (e.g., "PDF" or "TIFF") shall be as effective as delivery of a manually signed original.

SECTION 10.14 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 10.15 Jurisdiction; Consent to Service of Process.

- (1) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in the Borough of Manhattan (or if such court lacks subject matter jurisdiction, the Supreme Court of the State of New York sitting in the

Borough of Manhattan) and any appellate court from any thereof (collectively, “*New York Courts*”), in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents or the transactions relating hereto or thereto, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding shall be heard and determined in such Federal (to the extent permitted by law) or New York State court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Agreement or any of the other Loan Documents in the courts of any jurisdiction, except that each of the Loan Parties agrees that it will not bring any such action or proceeding in any court other than New York Courts (it being acknowledged and agreed by the parties hereto that any other forum would be inconvenient and inappropriate in view of the fact that more of the Lenders who would be affected by any such action or proceeding have contacts with the State of New York than any other jurisdiction).

- (2) 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 New York State or federal court. 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.

SECTION 10.16 Confidentiality. Each of the Lenders, each Issuing Bank and each of the Agents agrees (and agrees to cause each of its Related Parties) to use all information provided to it by or on behalf of the Borrower, Impax or their respective Restricted Subsidiaries under the Loan Documents or otherwise in connection with the Acquisition or the Transactions solely for the purposes of the transactions contemplated by this Agreement and the other Loan Documents and shall not publish, disclose or otherwise divulge such information (other than information that

- (1) has become generally available to the public other than as a result of a disclosure by such Person or its Related Parties;
- (2) has been independently developed by such Lender, such Issuing Bank or the Administrative Agent without violating this Section 10.16 or relying on such information; or
- (3) was available to such Lender, such Issuing Bank or the Administrative 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 directors, trustees, officers, employees and advisors with a need to know or to any Person that approves or administers the Revolving Facility or any Refinancing Term Loans on behalf of such Lender or any numbering, administration or settlement service providers (so long as each such Person shall have been instructed to keep the same confidential in accordance with this Section 10.16 and, with respect to its directors, trustees, officers, employees and advisors, to the extent within its control, such Lender or Agent, as applicable, will be responsible for any such Person's non-compliance with this Section 10.16), except:

- (a) to the extent necessary to comply with law or any legal process or the requirements of any Governmental Authority, 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, in which case such Person agrees, to the extent practicable and not prohibited by applicable law, to inform you promptly thereof prior to disclosure or, if not practicable prior to disclosure and not prohibited by law, promptly after disclosure;
- (b) as part of normal reporting or review procedures to, or examinations by, Governmental Authorities or any bank accountants or bank regulatory authority exercising examination or regulatory authority, in which case (except with respect to any audit or examination conducted by any such bank accountant or bank regulatory authority) such Person agrees, to the extent practicable and not prohibited by applicable law, to inform you promptly thereof prior to disclosure or, if not practicable prior to disclosure and not prohibited by law, promptly after disclosure;
- (c) to its parent companies, Affiliates or auditors (so long as each such Person shall have been instructed to keep the same confidential in accordance with this Section 10.16 and, to the extent within its control, such Lender or Agent will be responsible for any such Person's non-compliance with this Section 10.16);
- (d) in order to enforce its rights under any Loan Document in a legal proceeding;
- (e) to any pledgee or assignee under Section 10.04(5) 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 10.16);
- (f) to any direct or indirect contractual counterparty in Hedge 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 10.16); and
- (g) with the prior written consent of the Borrower; and
- (h) to any rating agency when required by it, provided that, prior to any disclosure, such rating agency shall undertake to preserve the confidentiality of any confidential information relating to the Loan Parties received by it from such Person.

Notwithstanding the foregoing, no such information shall be disclosed to a Disqualified Institution that constitutes a Disqualified Institution at the time of such disclosure without the Borrower's prior written consent.

SECTION 10.17 Platform; Borrower Materials. The Borrower hereby acknowledges that (1) the Administrative Agent or the Arrangers will make available to the Lenders and the Issuing Bank materials or information provided by or on behalf of the Borrower hereunder (collectively, "**Borrower Materials**") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "**Platform**") and (2) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to the Borrower or its securities) (each, a "**Public Lender**"). The Borrower hereby agrees that it will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that:

- (a) all the Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, means that the word "PUBLIC" shall appear prominently on the first page thereof;
- (b) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent, the Arrangers, the Issuing Bank and the Lenders to treat the Borrower Materials as either publicly available information or not material information (although it may be sensitive and proprietary) with respect to the Borrower or its securities for purposes of United States Federal and state securities laws;
- (c) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Investor;" and
- (d) the Administrative Agent and the Arrangers shall be entitled to treat the Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Investor."

Notwithstanding the foregoing, the following Borrower Materials shall be deemed to be marked "PUBLIC" unless the Borrower notifies the Administrative Agent that any such document contains MNPI: (1) the Loan Documents, (2) any notification of changes in the terms of the Loans, (3) any notification of the identity of Disqualified Institutions and (4) all information delivered pursuant to clauses (1), (2), (3) and (9) of Section 5.04.

SECTION 10.18 [Reserved].

SECTION 10.19 USA PATRIOT Act 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 the Borrower that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each 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.

SECTION 10.20 Intercreditor Agreements.

- (1) The parties hereto acknowledge and agree that any provision of any Loan Document to the contrary notwithstanding, prior to the discharge in full of all Term Loan Claims, the Loan Parties shall not be required to act or refrain from acting under any Loan Document with respect to the Term Loan Priority Collateral in any manner that would result in a “Default” or “Event of Default” (as defined in any Term Loan Document) under the terms and provisions of the Term Loan Documents.
- (2) Each Secured Party:
 - (a) consents to the subordination of Liens on Term Priority Collateral provided for in the Closing Date Intercreditor Agreement,
 - (b) agrees that it will be bound by and will take no actions contrary to the provisions of the Closing Date Intercreditor Agreement; and
 - (c) authorizes and instructs the Administrative Agent to enter into the Closing Date Intercreditor Agreement as ABL Agent (as defined in the Intercreditor Agreement) and on behalf of such Lender. The foregoing provisions are intended as an inducement to the lenders under the Term Loan Credit Agreement to extend credit and such lenders are intended third party beneficiaries of such provisions and the provisions of the Closing Date Intercreditor Agreement.
- (3) Each Secured Party:
 - (a) authorizes and instructs the Administrative Agent to enter into any Junior Lien Intercreditor Agreement in the form attached hereto or in such other form as may be satisfactory to the Administrative Agent and agrees that it will be bound by and will take no actions contrary to the provisions of any Junior Lien Intercreditor Agreement;
 - (b) agrees that the Administrative Agent may from time to time enter into a modification of the Closing Date Intercreditor Agreement or any Junior Lien Intercreditor Agreement, as the case may be, so long as the Administrative Agent reasonably determines that such modification is consistent with the terms of this Agreement and agrees that it will be bound by and will take no actions contrary to any such Intercreditor Agreement (as so modified); and
 - (c) pursuant to the express terms of the Intercreditor Agreements, in the event of any conflict or inconsistency between the provisions of the Intercreditor Agreements and this Agreement, the provisions of the Intercreditor Agreements shall govern and control.

SECTION 10.21 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: (1) (a) the arranging and other services regarding this Agreement

provided by the Agents, the Lenders and the Arrangers are arm's-length commercial transactions between the Borrower, on the one hand, and the Agents and the Arrangers, on the other hand, (b) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent they deemed appropriate and (c) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (2) (a) each Agent, each Lender and each Arranger each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any other Person and (b) none of the Agents or Arrangers 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 (3) the Agents, the Arrangers 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 none of the Agents or any Arranger has any obligation to disclose any of such interests to the Borrower or any of its Affiliates. The Borrower agrees that it will not assert any claim against any Agent, Arranger or their respective Affiliates based on an alleged breach of fiduciary duty by such party in connection with this Agreement and the transactions contemplated hereby.

SECTION 10.22 Private-Side Information Contacts. Each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "**Private Investor**" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States federal and state securities Laws, to make reference to information that is not made available through the "**Public Investor**" portion of the Platform and that may contain MNPI with respect to the Borrower, any of its Affiliates, their respective Subsidiaries or their respective securities for purposes of United States federal or state securities laws. In the event that any Public Lender has determined for itself to not access any information disclosed through the Platform or otherwise, such Public Lender acknowledges that (1) other Lenders may have availed themselves of such information and (2) neither the Borrower nor the Administrative Agent has (a) any responsibility for such Public Lender's decision to limit the scope of the information it has obtained in connection with this Agreement and the other Loan Documents and (b) any duty to disclose such information to such Public Lender or to use such information on behalf of such Public Lender, and shall not be liable for the failure to so disclose or use, such information.

SECTION 10.23 Acknowledgement and Consent to Bail-In of EEA 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 EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (1) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

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- (2) the effects of any Bail-In Action on any such liability, including, if applicable:
- (a) a reduction in full or in part or cancellation of any such liability;
 - (b) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or
 - (c) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority

SECTION 10.24 Incorporation by Reference. The FILO Intercreditor Provisions are hereby incorporated by reference in this Agreement and apply to each Refinancing Term Lender, and to all Refinancing Term Loans at any time incurred or outstanding hereunder, as fully as if set forth herein in their entirety. Each Refinancing Term Lender, by extending Refinancing Term Loans or acquiring same by assignment, agrees to be bound by the FILO Intercreditor Provisions.

[Remainder of page intentionally left blank]

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

AMNEAL PHARMACEUTICALS LLC , as the Borrower

By: /s/ Chintu Patel

Name: Chintu Patel

Title: President

[Amneal Pharmaceuticals – ABL Credit Agreement]

JPMORGAN CHASE BANK, N.A. , as a Lender, Issuing
Bank, Administrative Agent and Collateral Agent

By: /s/ James A. Knight
Name: James A. Knight
Title: Executive Director

[Amneal Pharmaceuticals – ABL Credit Agreement]

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

By: /s/ Daniel K. Clancy

Name: Daniel K. Clancy

Title: Senior Vice President

[Amneal Pharmaceuticals – ABL Credit Agreement]

ROYAL BANK OF CANADA , as a Lender and an Issuing
Bank

By: /s/ Pierre Noriega
Name: Pierre Noriega
Title: Authorized Signatory

[Amneal Pharmaceuticals – ABL Credit Agreement]

BANK OF THE WEST , as a Lender

By: /s/ Harry Yergey

Name: Harry Yergey

Title: Managing Director

By: /s/ Michael Weinert

Name: Michael Weinert

Title: Director

CAPITAL ONE, NATIONAL ASSOCIATION , as a Lender

By: /s/ Osvaldo Velázquez

Name: Osvaldo Velázquez

Title: Duly Authorized Signatory

SUNTRUST BANK , as a Lender and Issuing Bank

By: /s/ Virginia S. Singletary

Name: Virginia S. Singletary

Title: Vice President

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Annie Carr

Name: Annie Carr

Title: Authorized Signatory

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a
Lender

By: /s/ Eric Chico

Name: Eric Chico

Title: Duly Authorized Signatory

CITIZENS BANK, N.A. , as a Lender

By: /s/ Ryan K. Gass

Name: Ryan K. Gass

Title: Associate Portfolio Manager

U.S. BANK NATIONAL ASSOCIATION , as a Lender

By: /s/ Rod Swenson

Name: Rod Swenson

Title: Vice President

MUFG UNION BANK, N.A. , as a Lender

By: /s/ John McDevitt

Name: John McDevitt

Title: Director

STATE BANK OF INDIA, NEW YORK BRANCH, as a
Lender

By: /s/ Manoranjan Panda

Name: Manoranjan Panda

Title: VP and Head (CMC)

TERM LOAN GUARANTEE AND COLLATERAL AGREEMENT,

dated as of May 4, 2018,

among

AMNEAL PHARMACEUTICALS LLC,
as the Borrower,

each other Grantor party hereto,

and

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and Collateral Agent

Reference is made to the ABL/Term Loan Intercreditor Agreement dated as of May 4, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “*Closing Date Intercreditor Agreement*”), by and among JPMorgan Chase Bank, N.A., as ABL Agent (as defined therein), and JPMorgan Chase Bank, N.A., as Term Loan Agent (as defined therein), and acknowledged by the Borrower and the other parties from time to time signatory thereto. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent, for the ratable benefit of the Secured Parties hereunder, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Closing Date Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Closing Date Intercreditor Agreement and this Agreement, the provisions of the Closing Date Intercreditor Agreement shall control.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS	1
Section 1.01. Credit Agreement	1
Section 1.02. Other Defined Terms	2
ARTICLE II GUARANTEE	9
Section 2.01. Guarantee	9
Section 2.02. Guarantee of Payment	9
Section 2.03. No Limitations, Etc.	10
Section 2.04. Reinstatement	11
Section 2.05. Agreement To Pay; Contribution; Subrogation	11
Section 2.06. Information	12
Section 2.07. Maximum Liability	13
ARTICLE III PLEDGE OF SECURITIES	13
Section 3.01. Pledge	13
Section 3.02. Delivery of the Pledged Collateral	14
Section 3.03. Representations, Warranties and Covenants	15
Section 3.04. Registration in Nominee Name; Denominations	17
Section 3.05. Voting Rights; Dividends and Interest, Etc.	17
ARTICLE IV SECURITY INTERESTS IN OTHER PERSONAL PROPERTY	19
Section 4.01. Security Interest	19
Section 4.02. Representations and Warranties	22
Section 4.03. Covenants	25
Section 4.04. Other Actions	26
Section 4.05. Covenants Regarding Patent, Trademark and Copyright Collateral	27

Section 4.06.	Intercreditor Relations	28
ARTICLE V REMEDIES		29
Section 5.01.	Remedies Upon Default	29
Section 5.02.	Application of Proceeds	31
Section 5.03.	Securities Act, Etc.	32
ARTICLE VI INDEMNITY, SUBROGATION AND SUBORDINATION		33
Section 6.01.	Indemnity	33
Section 6.02.	Contribution and Subrogation	33
Section 6.03.	Subordination	34
ARTICLE VII MISCELLANEOUS		34
Section 7.01.	Notices	34
Section 7.02.	Security Interest Absolute	34
Section 7.03.	Limitation By Law	35
Section 7.04.	Binding Effect; Several Agreement	35
Section 7.05.	Successors and Assigns	35
Section 7.06.	Collateral Agent's Fees and Expenses; Indemnification	36
Section 7.07.	Collateral Agent Appointed Attorney-in-Fact	36
Section 7.08.	APPLICABLE LAW	37
Section 7.09.	Waivers; Amendment	37
Section 7.10.	WAIVER OF JURY TRIAL	38
Section 7.11.	Severability	38
Section 7.12.	Counterparts	38
Section 7.13.	Headings	38
Section 7.14.	Jurisdiction; Consent to Service of Process	38
Section 7.15.	Termination or Release	39
Section 7.16.	Additional Subsidiaries	40

Schedules

Schedule I	Pledged Stock; Debt Securities
Schedule II	Intellectual Property
Schedule III	Filing Jurisdictions
Schedule IV	Commercial Tort Claims

Exhibits

Exhibit I	Form of Supplement to the Guarantee and Collateral Agreement
Exhibit II	Form of Trademark Security Agreement
Exhibit III	Form of Patent Security Agreement
Exhibit IV	Form of Copyright Security Agreement

TERM LOAN GUARANTEE AND COLLATERAL AGREEMENT dated as of May 4, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*Agreement*”), among AMNEAL PHARMACEUTICALS LLC (the “*Borrower*”) and each other party identified as a “Grantor” on the signature pages hereto (together with any other entity that may become a party hereto as a Grantor as provided herein, each a “*Grantor*” and, collectively, the “*Grantors*”), and JPMORGAN CHASE BANK, N.A. (“*JPM*”), as Administrative Agent for the Lenders under the Credit Agreement referred to below (in such capacity, the “*Administrative Agent*”) and as Collateral Agent for the Secured Parties (as defined below) (in such capacity, the “*Collateral Agent*”).

RECITALS

- (1) Reference is made to that certain TERM LOAN CREDIT AGREEMENT, dated as of the date hereof (as amended, amended and restated, supplemented, refinanced, replaced, extended or otherwise modified from time to time, the “*Credit Agreement*”), by and among AMNEAL PHARMACEUTICALS LLC, a Delaware limited liability company, the Lenders and other parties that are party thereto from time to time and JPM, as Administrative Agent and as Collateral Agent.
- (2) In consideration of the extensions of credit and other accommodations of the Lenders as set forth in the Credit Agreement and of the Qualified Counterparties as set forth in the Specified Hedge Agreements, each Guarantor has agreed to guarantee the obligations of the Borrower under the Credit Agreement and each Grantor has agreed to secure such Grantor’s obligations under the Loan Documents, in each case as set forth herein.

AGREEMENT

Accordingly, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Credit Agreement.

(a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meanings assigned to them in the Credit Agreement, and the following terms which are defined in the UCC are used herein as so defined (and if defined in more than one article of the UCC have the meaning specified in Article 9 thereof): Accounts, Account Debtor, As-Extracted Collateral, Authenticate, Certificated Security, Chattel Paper, Commodity Account, Commodity Contract, Commodity Intermediary, Deposit Account, Documents, Electronic Chattel Paper, Entitlement Order, Equipment, Farm Products, Financial Asset, Fixtures, Goods, Health-Care-Insurance Receivable, Instruments, Inventory, Letter-of-Credit Rights, Manufactured Homes, Money, Payment Intangibles, Securities Account, Securities Intermediary, Security, Security Entitlement, Supporting Obligations, Tangible Chattel Paper and Uncertificated Security.

(b) The rules of construction specified in Sections 1.02 through 1.09 of the Credit Agreement also apply, *mutatis mutandis*, to this Agreement.

Section 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“**ABL Administrative Agent**” means JPM, as “Administrative Agent” under the ABL Credit Agreement, and any duly appointed successor in such capacity.

“**ABL Collateral Agent**” means JPM, as “Collateral Agent” under the ABL Credit Agreement, and any duly appointed successor in such capacity.

“**Administrative Agent**” has the meaning assigned to such term in the introductory paragraph to this Agreement.

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

“**Article 9 Collateral**” has the meaning assigned to such term in Section 4.01(1).

“**Collateral**” means the collective reference to Article 9 Collateral and Pledged Collateral.

“**Collateral Agent**” has the meaning assigned to such term in the introductory paragraph to this Agreement.

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

“**Control**” has the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

“**Control Agreement**” means a deposit account control agreement, a securities account control agreement or a commodity account control agreement, as applicable, which provides the ABL Collateral Agent with Control of any such accounts, in form and substance reasonably satisfactory to the ABL Collateral Agent.

“**Copyright License**” means any written agreement, now or hereafter in effect, granting any right to any Grantor under any Copyright now or hereafter owned by any third party, and all rights of any Grantor under any such agreement (including any such rights that such Grantor has the right to license).

“**Copyrights**” means all of the following which any Grantor now or hereafter owns or in which any Grantor now or hereafter has an interest (pursuant to a Copyright License or otherwise):

(1) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise;

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- (2) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, supplemental registrations and pending applications for registration in the United States Copyright Office and the right to obtain all renewals thereof, including those listed on Schedule II;
 - (3) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
 - (4) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

“ **Credit Agreement** ” has the meaning assigned to such term in the recitals to this Agreement.

“ **DDA** ” means any checking or other demand deposit account maintained by the Grantors.

“ **Discharge of ABL Claims** ” has the meaning assigned to such term in the Closing Date Intercreditor Agreement.

“ **Excluded Accounts** ” means any DDA, securities account, commodity account or any other deposit account of any Grantor (and all Cash, Cash Equivalents and other securities or investments credited thereto or deposited therein): (1) that is a zero balance account, disbursement account or imprest account; (2) that is an account holding ABL Priority Collateral or the proceeds thereof, so long as all amounts on deposit therein constitute ABL Priority Collateral; (3) that does not have an individual daily balance in excess of \$500,000, or in the aggregate with each other account described in this clause (3), in excess of \$5.0 million; (4) the balance of which is swept at the end of each Business Day into a deposit account, securities account or commodity account in the name of the ABL Collateral Agent or subject to a Control Agreement, so long as such daily sweep is not terminated or modified (other than to provide that the balance in such deposit account, securities account or commodity account is swept into another deposit account, securities account or commodity account subject to a Control Agreement) without the consent of the ABL Collateral Agent; (5) that is a Trust Account; or (6) to the extent that it is cash collateral for letters of credit to the extent permitted under Section 6.02 of the Credit Agreement.

“ **Excluded Assets** ” means all of the following, whether now owned or hereafter acquired:

- (1) any Excluded Equity Interests;
- (2) any Real Property interests (but, for the avoidance of doubt, excluding Fixtures to the extent a security interest in such Fixtures can be perfected by the filing of a Uniform Commercial Code financing statement in the office of the secretary of state (or similar central filing office) in the jurisdiction of organization of the applicable Grantor);

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- (3) any particular asset if the pledge thereof or the security interest therein would result in material adverse tax consequences, as reasonably determined by the Borrower in consultation with the Administrative Agent;
 - (4) any particular asset if and to the extent that a security interest therein (a) is prohibited by or in violation of any applicable law, rule or regulation or (b) requires consent of any Governmental Authority that has not been obtained;
 - (5) any (a) As-Extracted Collateral, (b) timber to be cut, (c) Farm Products, (d) Manufactured Homes and (e) Health-Care Insurance Receivables (but only to the extent such Health-Care Insurance Receivables are (i) Medicare or Medicaid receivables or other governmental third party payor receivables, (ii) not perfected by the filing of a Uniform Commercial Code financing statement in the office of the secretary of state (or similar central filing office) in the jurisdiction of organization of the applicable Grantor) or (iii) as otherwise agreed by the Borrower and the Administrative Agent);
 - (6) any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act;
 - (7) any Excluded Accounts;
 - (8) any assets owned directly or indirectly by a non-U.S. Subsidiary or a FSHCO;
 - (9) any motor vehicles, airplanes and any other assets subject to certificates of title or similar certificates of ownership;
 - (10) [reserved];
 - (11) any lease, license, franchise, charter, contract or agreement, together with any rights or interest thereunder, in each case, if and to the extent a security interest therein granted to the Collateral Agent is prohibited by or in violation of a term, provision or condition of any such lease, license, franchise, charter, contract or agreement, or would result in the abandonment, invalidation or unenforceability thereof or create a right of termination in favor of or require the consent, approval, license or authorization of any third party (other than the Borrower or any Subsidiary) thereto, except, in each case, to the extent that such prohibition or restriction would be rendered ineffective under the UCC or other applicable Law; provided, that the exclusions referred to in clause (11) of this definition shall not include any Proceeds or receivables of any such asset, lease, license, franchise, charter, contract or agreement, the assignment of which is expressly deemed effective under the UCC or other similar applicable law notwithstanding such prohibition or restriction (unless such Proceeds or receivables would otherwise constitute Excluded Assets);
 - (12) any Commercial Tort Claim with a value not in excess of \$15 million, as determined in good faith by the Borrower;

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- (13) any assets to the extent the cost, burden, difficulty or consequence of obtaining, maintaining or perfecting a security interest therein exceeds the fair market value thereof or the practical benefit to the Secured Parties of the security afforded (or proposed to be afforded) thereby as reasonably determined by the Administrative Agent in consultation with the Borrower;
 - (14) (a) any assets and proceeds thereof subject to a Lien permitted under Section 6.02(3) of the Credit Agreement to the extent that the documents providing for the Indebtedness secured by such Liens do not permit such assets and proceeds thereof to be pledged to the Collateral Agent or would require a third party consent or (b) any assets subject to a Lien permitted by Section 6.02(7) so long as the documents providing for such Lien do not permit such assets to be pledged to the Collateral Agent; or
 - (15) without duplication, any assets to the extent excluded pursuant to Section 5.10(4) of the Credit Agreement.

“*Excluded Equity Interests*” means any and all of the following Equity Interests, whether now owned or hereafter acquired:

- (1) any Equity Interests in any Person that is not a direct Wholly Owned Restricted Subsidiary of the Borrower or another Grantor;
- (2) any Equity Interests in any Person (other than a direct or indirect Wholly Owned Subsidiary of the Borrower or another Grantor) in each case to the extent (a) the Organizational Documents or other agreements with respect to such Equity Interests with other equity holders prohibits or restricts the pledge of such Equity Interests or (b) the pledge of such Equity Interests is otherwise prohibited or restricted by law, any agreement with a third party (other than the Borrower or any of its respective Subsidiaries), would require consent of any Governmental Authority which has not been obtained or would result in a change of control, repurchase obligation or other adverse consequence (in each case, except to the extent that any such prohibition or restriction would be rendered ineffective under the UCC or other applicable Law);
- (3) any Equity Interests in Immaterial Subsidiaries (except to the extent the security interest therein can be perfected by the filing of a Form UCC-1 financing statement in the office of the secretary of state (or similar central filing office) in the jurisdiction of organization of the applicable Grantor), Captive Insurance Subsidiaries, not-for-profit organizations, special purpose entities used for securitization facilities (including Receivables Subsidiaries) and Unrestricted Subsidiaries;
- (4) any Margin Stock;
- (5) any voting Equity Interests of any non-U.S. Subsidiary or any FSHCO in excess of 65% of the issued and outstanding voting Equity Interests of such non-U.S. Subsidiary or FSHCO;

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- (6) subject to Section 7.15(4), any Equity Interests to the extent that a pledge of such Equity Interests would give rise to additional subsidiary reporting requirements under Rule 3-10 or Rule 3-16 of Regulation S-X promulgated under the Exchange Act;
 - (7) to the extent applicable law requires that a Subsidiary of such Grantor issue directors' qualifying shares, nominee shares or similar shares which are required by applicable law to be held by persons other than the Grantors, such qualifying shares, nominee shares or similar shares held by Persons other than Grantors;
 - (8) without duplication, any Equity Interests to the extent excluded pursuant to Section 5.10(4) of the Credit Agreement;
 - (9) any Equity Interests to the extent the pledge thereof or a security interest therein would result in material adverse tax consequences or material adverse regulatory consequences, in each case, as reasonably determined by the Borrower in consultation with the Administrative Agent; or
 - (10) any Equity Interests to the extent the cost, burden, difficulty or consequence of obtaining, maintaining or perfecting a security interest therein exceeds the fair market value thereof or the practical benefit to the Secured Parties afforded (or proposed to be afforded) thereby as reasonably determined by the Administrative Agent in consultation with the Borrower.

“**Excluded Swap Obligation**” means, with respect to any Guarantor, (a) as it relates to all or a portion of the guarantee of such Guarantor, any Swap Obligation if, and to the extent that, 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 such Guarantor's failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guarantee of such Guarantor becomes effective with respect to such Swap Obligation or (b) as it relates to all or a portion of the grant by such Guarantor of a security interest, any Swap Obligation if, and to the extent that, such Swap Obligation (or such security interest in respect thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the security interest of such Guarantor becomes effective with respect to such Swap Obligation. 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.

“**Federal Securities Laws**” has the meaning assigned to such term in Section 5.03.

“**Grantor**” and “**Grantors**” have the meanings assigned to such terms in the introductory paragraph to this Agreement.

“**Intellectual Property**” means all intellectual property of every kind and nature that any Grantor now or hereafter owns or in which any Grantor now or hereafter has an interest, including inventions, designs, Patents, Copyrights, Trademarks, trade secrets, domain names, confidential or proprietary technical and business information or know-how.

“**Intellectual Property Collateral**” has the meaning assigned to such term in Section 4.02(7).

“**Intellectual Property Security Agreement**” means a Trademark Security Agreement in substantially the form of Exhibit II hereto, a Patent Security Agreement in substantially the form of Exhibit III hereto, or a Copyright Security Agreement in substantially the form of Exhibit IV hereto.

“**IP Agreements**” means all material Copyright Licenses, Patent Licenses and Trademark Licenses, and all other agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any material Intellectual Property to which a Grantor, now or hereafter, is a party or a beneficiary, including the agreements set forth on Schedule II hereto.

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

“**Patent License**” means any written agreement, now or hereafter in effect, granting to any Grantor any right to make, use or sell any invention covered by a Patent, now or hereafter owned by any third party (including any such rights that such Grantor has the right to license) and all rights of any Grantor under any such agreement.

“**Patents**” means all of the following which any Grantor now or hereafter owns or in which any Grantor now or hereafter has an interest (pursuant to a Patent License or otherwise):

- (1) all letters patent of the United States or the equivalent thereof in any other country or jurisdiction, including those listed on Schedule II, and all applications for letters patent of the United States or the equivalent thereof in any other country or jurisdiction, including those listed on Schedule II;
- (2) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein;
- (3) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (4) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

“ **Pledged Collateral** ” has the meaning assigned to such term in Section 3.01(5).

“ **Pledged Debt Securities** ” has the meaning assigned to such term in Section 3.01(2).

“ **Pledged Securities** ” means any promissory notes, stock certificates or other certificated securities now or hereafter included in the Pledged Collateral, including all certificates, instruments or other documents representing or evidencing any Pledged Collateral.

“ **Pledged Stock** ” has the meaning assigned to such term in Section 3.01(1).

“ **Secured Obligations** ” means the Obligations; *provided* that the Secured Obligations will not include any Excluded Swap Obligations.

“ **Secured Parties** ” means (a) the Lenders, (b) the Agents, (c) the Qualified Counterparties, (d) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (e) the successors and permitted assigns of each of the foregoing.

“ **Security Interest** ” has the meaning assigned to such term in Section 4.01(1).

“ **Swap Obligation** ” means, 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.

“ **Trademark License** ” means any written agreement, now or hereafter in effect, granting to any Grantor any right to use any Trademark now or hereafter owned by any third party (including any such rights that such Grantor has the right to license).

“ **Trademarks** ” means all of the following which any Grantor now or hereafter owns or in which any Grantor now or hereafter has an interest (pursuant to a Trademark License or otherwise):

- (1) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule II;
- (2) all goodwill associated therewith or symbolized thereby;

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- (3) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (4) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

“ **Trust Account** ” means any accounts or trusts used solely to hold Trust Funds.

“ **Trust Funds** ” means cash, cash equivalents or other assets comprised of:

- (1) funds used for payroll and payroll taxes, wages and other employee benefit payments to or for the benefit of such Loan Party’s or any of its Restricted Subsidiaries’ employees;
- (2) all taxes required to be collected, remitted or withheld (including Federal and state withholding taxes (including the employer’s share thereof)); and
- (3) any other funds which the Borrower or any of the Restricted Subsidiaries holds in trust or as an escrow or fiduciary for another person which is not a Restricted Subsidiary.

“ **Uniform Commercial Code** ” or “ **UCC** ” means the Uniform Commercial Code as in effect from time to time in the State of New York; *provided*, *however*, that in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of, or remedies with respect to, any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term “ **Uniform Commercial Code** ” or “ **UCC** ” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions hereof relating to such perfection, priority or remedies.

ARTICLE II

GUARANTEE

Section 2.01. Guarantee. Each Guarantor unconditionally guarantees, jointly with the other Guarantors and severally, to the Collateral Agent for the ratable benefit of the Secured Parties as a primary obligor and not merely as a surety, the due and punctual payment and performance of the Secured Obligations. Each Guarantor further agrees that the Secured Obligations may be extended or renewed, in whole or in part, without notice to or further assent from such Guarantor, and that such Guarantor will remain bound upon its guarantee hereunder notwithstanding any extension or renewal of any Secured Obligation. Each Guarantor waives presentment to, demand of payment from and protest to the Borrower or any other Loan Party of any of the Secured Obligations, and also waives notice of acceptance of its guarantee and notice of protest for nonpayment. The Borrower shall be deemed to be a Guarantor hereunder solely in respect of any Specified Hedge Agreements to which the Borrower is not a party.

Section 2.02. Guarantee of Payment. Each Guarantor further agrees that its guarantee hereunder constitutes a guarantee of payment when due (whether at the stated maturity, by acceleration or otherwise) and not of collection, and waives any right to require that any resort be had by the Collateral Agent or any other Secured Party to any security held for the payment of the Secured Obligations or to any balance of any Deposit Account or credit on the books of the Collateral Agent or any other Secured Party in favor of any Loan Party or any other person.

Section 2.03. No Limitations, Etc.

- (1) Except for termination of a Guarantor's obligations hereunder as expressly provided for in Section 7.15 and except as provided in Section 2.07, the obligations of each Guarantor hereunder will not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and will not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Secured Obligations or otherwise (other than defense of payment or performance of Secured Obligations). Without limiting the generality of the foregoing, except for termination or release of a Guarantor's obligations hereunder in accordance with the terms of Section 7.15 the obligations of each Guarantor hereunder, to the fullest extent permitted by applicable law, will not be discharged or impaired or otherwise affected by, and each Guarantor hereby waives any defense to the enforcement hereof by reason of:
- (a) the failure of the Collateral Agent or any other Secured Party to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of any Loan Document or otherwise;
 - (b) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, any Loan Document or any other agreement, including with respect to any other Guarantor under this Agreement;
 - (c) the failure to perfect any security interest in, or the release of, any of the Collateral held by or on behalf of the Collateral Agent or any other Secured Party for the Secured Obligations;
 - (d) any default, failure or delay, willful or otherwise, in the performance of the Secured Obligations;
 - (e) any illegality, lack of validity or enforceability of any Secured Obligation;
 - (f) any change in the corporate existence, structure or ownership of any Loan Party, or any insolvency, bankruptcy or reorganization of any Loan Party;
 - (g) the existence of any claim, set-off or other rights that the Guarantors may have at any time against the Borrower, the Collateral Agent, any other Secured Party or any other person, whether in connection herewith, the other Loan Documents or any unrelated transactions; *provided* that nothing herein will prevent the assertion of any such claim by separate suit or compulsory counterclaim;
 - (h) any action permitted or authorized hereunder; or

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- (i) any other circumstance (including any statute of limitations) or any act or omission that may in any manner or to any extent vary the risk of any Guarantor or otherwise operate as a defense to, or a legal or equitable discharge of, the Borrower or any Guarantor or any other guarantor or surety (other than the Payment in Full or performance of the Secured Obligations).
 - (2) Each Guarantor expressly authorizes the Secured Parties to take and hold security for the payment and performance of the Secured Obligations, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security and direct the order and manner of any sale thereof in their sole discretion or to release, substitute or add any one or more other guarantors or obligors upon or in respect of the Secured Obligations, all without affecting the obligations of any Guarantor hereunder.
 - (3) To the fullest extent permitted by applicable law and except for termination or release of a Guarantor's obligations hereunder in accordance with the terms of Section 7.15 hereof, each Guarantor waives any defense based on or arising out of any defense of any other Loan Party or the unenforceability of the Secured Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any other Loan Party, other than, after all Commitments have been terminated, the Payment in Full or performance of all the Secured Obligations. The Collateral Agent and the other Secured Parties may exercise any right or remedy available to them against any other Loan Party pursuant to this Agreement or the other Loan Documents, without affecting or impairing in any way the liability of any Guarantor hereunder except to the extent that after giving effect thereto there shall have been Payment in Full in respect of all Secured Obligations. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Guarantor against any other Loan Party, as the case may be, or any security.

Section 2.04. Reinstatement. Each Guarantor agrees that its guarantee hereunder will continue to be effective or be reinstated if, at any time, payment, or any part thereof, of any Secured Obligation is rescinded or must otherwise be restored by the Collateral Agent or any other Secured Party upon the bankruptcy or reorganization of the Borrower or any other Loan Party or otherwise.

Section 2.05. Agreement To Pay; Contribution; Subrogation.

- (1) In furtherance of the foregoing and not in limitation of any other right that the Collateral Agent or any other Secured Party has at law or in equity against any Guarantor by virtue hereof, upon the failure of any Loan Party to pay any Secured Obligation when and as the same becomes due and payable, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Guarantor hereby promises to and will pay, or cause to be paid, to the Collateral Agent for distribution to the applicable Secured Parties in cash the amount of such unpaid Secured Obligation.

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- (2) Subject to the foregoing clause (1), to the extent that any Guarantor, under this Agreement or the Credit Agreement as a joint and several obligor, repays any of the Secured Obligations constituting Loans or other advances made to or reimbursement obligations owed by another Loan Party under the Credit Agreement (an “*Accommodation Payment*”), then the Guarantor making such Accommodation Payment will be entitled to contribution and indemnification from, and be reimbursed by, each of the other Guarantors in an amount equal to a fraction of such Accommodation Payment, the numerator of which fraction is such other Guarantor’s Allocable Amount and the denominator of which is the sum of the Allocable Amounts of all of the Guarantors; *provided* that such rights of contribution and indemnification will be subordinated to the Payment in Full of the Secured Obligations. As of any date of determination, the “*Allocable Amount*” of each Guarantor will be equal to the maximum amount of liability for Accommodation Payments which could be asserted against such Guarantor hereunder and under the Credit Agreement without:
- (a) rendering such Guarantor “insolvent” within the meaning of Section 101 (31) of the Bankruptcy Code of the United States, Section 2 of the Uniform Fraudulent Transfer Act (“*UFTA*”) or Section 2 of the Uniform Fraudulent Conveyance Act (“*UFCA*”);
 - (b) leaving such Guarantor with unreasonably small capital or assets, within the meaning of Section 548 of the Bankruptcy Code of the United States, Section 4 of the UFTA, or Section 5 of the UFCA;
 - (c) leaving such Guarantor unable to pay its debts as they become due within the meaning of Section 548 of the Bankruptcy Code of the United States or Section 4 of the UFTA, or Section 5 of the UFCA; or
 - (d) otherwise rendering such Guarantor’s obligation under Section 2 of this Agreement void or voidable under any federal, state or foreign bankruptcy, insolvency, receivership or similar law.

Upon payment by any Guarantor of any sums to the Collateral Agent as provided above, all rights of such Guarantor against the Borrower, any other Loan Party or any other Guarantor arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise will in all respects be subject to Article VI.

Section 2.06. Information. Each Guarantor assumes all responsibility for being and keeping itself informed of the financial condition and assets of the Borrower and each other Loan Party, and of all other circumstances bearing upon the risk of nonpayment of the Secured Obligations and the nature, scope and extent of the risks that such Guarantor assumes and incurs hereunder, and agrees that no Agent nor any other Secured Party will have any duty to advise such Guarantor of information known to it or any of them regarding such circumstances or risks.

Section 2.07. Maximum Liability. Each Guarantor and, by its acceptance of this guarantee, each Agent and each other Secured Party hereby confirms that it is the intention of all such persons that this guarantee and the Secured Obligations of each Guarantor hereunder not constitute a fraudulent transfer or conveyance for purposes of the U.S. Bankruptcy Code or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to this guarantee and the Secured Obligations of each Guarantor hereunder. To effectuate the foregoing intention, the Secured Parties and the Guarantors hereby irrevocably agree that the Secured Obligations of the Guarantors under this guarantee at any time are limited to the maximum amount as will result in the Secured Obligations of such Guarantor under this guarantee not constituting a fraudulent transfer or conveyance.

ARTICLE III

PLEDGE OF SECURITIES

Section 3.01. Pledge. As security for the payment or performance, as the case may be, in full of its Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under:

- (1) the Equity Interests (a) directly owned by such Grantor as of the Closing Date (including those Equity Interests listed on Schedule I) and (b) obtained by such Grantor after the Closing Date and, in each case, the certificates representing all such Equity Interests, in each case, other than any Excluded Assets (the Equity Interests described in the foregoing clauses (a) and (b), collectively, but excluding any Excluded Assets, the "**Pledged Stock**");
- (2) the promissory notes and any instruments evidencing Indebtedness (a) owned by such Grantor as of the Closing Date (including those promissory notes and any instruments evidencing Indebtedness listed on Schedule I) and (b) issued to such Grantor after the Closing Date and having an aggregate principal amount in excess of \$15 million, in each case, other than any Excluded Assets (the instruments described in the foregoing clauses (a) and (b), collectively, but excluding any Excluded Assets, the "**Pledged Debt Securities**");

in each case, including all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all Pledged Debt Securities (except to the extent constituting an Excluded Asset or otherwise excluded from the Collateral pursuant to this Agreement);

- (3) subject to Section 3.05 hereof, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other proceeds received in respect of, the securities referred to in the foregoing clauses (1) and (2);

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- (4) subject to Section 3.05 hereof, all rights and privileges of such Grantor with respect to the securities and other property referred to in the foregoing clauses (1), (2) and (3) above; and
 - (5) all proceeds of any of the foregoing items referred to in clauses (1) through (4) above, but excluding any Excluded Assets (the items referred to in clauses (1) through (5) of this Section 3.02, collectively, the “*Pledged Collateral*”).

Notwithstanding anything to the contrary in this Agreement or any other Security Document, no representation, warranty, covenant or any other provision in this Agreement or any other Security Document will apply to and none of the Pledged Stock, Pledged Debt Securities or Pledged Collateral will include nor will the security interests granted hereunder attach to any Excluded Asset.

TO HAVE AND TO HOLD the Pledged Collateral, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto (in each case other than any Excluded Assets), unto the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, forever, subject, however, to the terms, covenants and conditions hereinafter set forth and in each case subject to the Credit Agreement.

Section 3.02. Delivery of the Pledged Collateral.

- (1) Subject to any applicable Intercreditor Agreement(s), each Grantor agrees, within the time periods required hereunder or under the Credit Agreement (as applicable) (or at such later date as any Agent may agree, in its sole discretion) to deliver or cause to be delivered to the Collateral Agent, for the ratable benefit of the Secured Parties, any and all Pledged Securities to the extent such Pledged Securities, in the case of promissory notes or other instruments, are required to be delivered pursuant to paragraph (2) of this Section 3.02.
- (2) Subject to any applicable Intercreditor Agreement(s), each Grantor will use its commercially reasonable efforts to cause any Indebtedness for borrowed money that would otherwise constitute Pledge Collateral if in the form of a promissory note and having an aggregate principal amount in excess of \$15 million owed to such Grantor by any Person to be evidenced by a duly executed promissory note that is pledged and delivered (within 60 days (or such longer period as any Agent may agree, in its sole discretion) at the time of delivery of the next Required Financial Statements after receipt thereof), to the Collateral Agent, for the ratable benefit of the Secured Parties, pursuant to the terms hereof; *provided* that the foregoing requirement will not apply to (a) instruments, notes and debt securities that are promptly deposited into an investment or securities account or (b) checks received in the ordinary course of business. To the extent any such promissory note is a demand note, each Grantor party thereto agrees, if requested in writing by the Collateral Agent, to immediately demand payment thereunder upon an Event of Default unless such demand would not be commercially reasonable or would otherwise expose such Grantor to liability to the maker.

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- (3) Upon delivery to the Collateral Agent, (a) any Pledged Securities required to be delivered pursuant to the foregoing paragraphs (1) and (2) of this Section 3.02 will be accompanied by stock powers or note powers, as applicable, duly executed in blank or other instruments of transfer reasonably satisfactory to the Collateral Agent and (b) all other property composing part of the Pledged Collateral delivered pursuant to the terms of this Agreement will be accompanied, to the extent necessary to perfect the security interest in or allow realization on the Pledged Collateral, by proper instruments of assignment duly executed by the applicable Grantor as the Collateral Agent may reasonably request. Each delivery of Pledged Securities will be accompanied by a schedule describing the securities, which schedule will be attached hereto as Schedule I (or a supplement to Schedule I, as applicable) and made a part hereof; *provided* that failure to attach any such schedule hereto will not affect the validity of such pledge of such Pledged Securities. Each schedule so delivered will supplement any prior schedules so delivered.
 - (4) Notwithstanding anything to the contrary in this Agreement or any other Loan Document, no Grantor will be required to take any action under the laws of any jurisdiction other than the United States (or any political subdivision thereof) and its territories and possessions for the purpose of creating, perfecting or making enforceable the Security Interest in any Pledged Collateral of such Grantor and no security agreements or pledge agreements governed under the laws of any non-U.S. jurisdiction will be required.

Section 3.03. Representations, Warranties and Covenants. Each Grantor represents and warrants (but solely to the extent (and at the times) required by the Credit Agreement) and covenants to and with the Collateral Agent, for the ratable benefit of the Secured Parties that:

- (1) Schedule I correctly sets forth, as of the Closing Date, (a) all of the Pledged Stock owned by such Grantor on the Closing Date and the percentage of the issued and outstanding shares of each class of the Equity Interests of the issuer thereof represented by such Pledged Stock and (b) all of the Pledged Debt Securities owned by such Grantor on the Closing Date;
- (2) the Pledged Stock and Pledged Debt Securities (solely with respect to Pledged Debt Securities issued by a Person that is not a Subsidiary of any Grantor, to the best of each Grantor's knowledge) have been duly and validly authorized and issued by the issuers thereof and (a) in the case of Pledged Stock, are fully paid and non-assessable (to the extent such concepts are applicable to such Pledged Stock and other than with respect to Pledged Stock consisting of membership interests of limited liability companies to the extent provided in Sections 18-502 and 18-607 of the Delaware Limited Liability Company Act) and (b) in the case of Pledged Debt Securities (solely with respect to Pledged Debt Securities issued by a Person that is not a Subsidiary of any Grantor, to the best of each Grantor's knowledge) are legal, valid and binding obligations of the issuers thereof, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding at law or in equity) and an implied covenant of good faith and fair dealing;

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- (3) except for the security interests granted hereunder, each Grantor:
- (a) is and, subject to any transfers made in compliance with the Credit Agreement, will continue to be the direct owner, beneficially and of record, of the Pledged Securities indicated on Schedule I as owned by such Grantor;
 - (b) holds the same free and clear of all Liens, other than Permitted Liens;
 - (c) will make no assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien on, the Pledged Collateral, other than pursuant to a transaction permitted by the Credit Agreement and other than Permitted Liens; and
 - (d) subject to the rights of such Grantor under the Loan Documents to dispose of Pledged Collateral, will use commercially reasonable efforts to defend its title or interest hereto or therein against any and all Liens (other than Permitted Liens), however arising, of all persons;
- (4) other than as set forth in the Credit Agreement or the schedules thereto, and except for restrictions and limitations imposed by the Loan Documents or securities laws generally or otherwise permitted to exist pursuant to the terms of the Credit Agreement, the Pledged Stock (other than Pledged Stock that is partnership interests) is and will continue to be freely transferable and assignable, and, except for limitations existing on the Closing Date (or the date of acquisition thereof, as applicable) in the articles or certificate of incorporation, bylaws or other organizational documents of any Subsidiary that is not a wholly owned Subsidiary, none of the Pledged Stock is or will be subject to any option, right of first refusal, shareholders agreement, charter or by-law provisions or contractual restriction of any nature that might reasonably be expected to prohibit, impair, delay or otherwise affect, in any material respect, the pledge of such Pledged Stock hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Collateral Agent of rights and remedies hereunder;
- (5) each Grantor has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated;
- (6) other than as set forth in the Credit Agreement or the schedules thereto, no consent or approval of any Governmental Authority, any securities exchange or any other Person was or is necessary to the validity of the pledge effected hereby (other than such as have been obtained and are in full force and effect);
- (7) as of the Closing Date, this Agreement is effective to create in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) a legal, valid and enforceable security interest in the Pledged Collateral described herein and proceeds thereof;
- (8) Each Grantor acknowledges and agrees that, to the extent any interest in any limited liability company or limited partnership controlled by any Grantor and pledged under Section 3.01 is a “security” within the meaning of Article 8 of the UCC and is governed by Article 8 of the UCC, such interest shall be represented by a certificate. Each Grantor further acknowledges and agrees that with respect to any interest in any limited liability company or limited partnership Controlled on or after the Closing Date by such Grantor

and pledged hereunder that is not a “security” within the meaning of Article 8 of the UCC, such Grantor shall at no time elect to treat any such interest as a “security” within the meaning of Article 8 of the UCC, nor shall such interest be represented by a certificate, unless such election and such interest is thereafter represented by a certificate that, subject to any applicable Intercreditor Agreement(s), within 60 days after such election (or at such later date as the Administrative Agent may agree), is delivered to the Collateral Agent pursuant to the terms hereof; and

- (9) Notwithstanding anything to the contrary in any Loan Document, to the extent any provision of this Agreement or the Credit Agreement excludes any assets from the scope of the Pledged Collateral, or from any requirement to take any action to perfect or maintain any security interest (or the priority thereof) in favor of the Collateral Agent in the Pledged Collateral, the representations, warranties and covenants made by any Grantor in this Agreement with respect to the creation, perfection or priority (as applicable) of the security interest granted in favor of the Collateral Agent (including Section 3.02) shall be deemed not to apply to such excluded assets.

Section 3.04. Registration in Nominee Name; Denominations. To the extent required to be delivered to the Collateral Agent in accordance with the terms of this Agreement, the Collateral Agent, on behalf of the Secured Parties, has the right (in its sole and absolute discretion), subject to the applicable Intercreditor Agreement(s), to hold the Pledged Securities in the name of the applicable Grantor, endorsed or assigned in blank or in favor of the Collateral Agent or, if an Event of Default shall have occurred and is continuing, in its own name as pledgee or the name of its nominee (as pledgee or as sub-agent). If an Event of Default shall have occurred and is continuing, the Collateral Agent will have the right to exchange the certificates representing Pledged Securities for certificates of smaller or larger denominations for any purpose consistent with this Agreement.

Section 3.05. Voting Rights; Dividends and Interest, Etc.

- (1) Unless and until an Event of Default has occurred and is continuing and the Collateral Agent has given prior written notice to the Borrower of the Collateral Agent’s intention to exercise its rights hereunder:
- (a) each Grantor will be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Collateral or any part thereof for any purpose consistent with the terms of this Agreement, the Credit Agreement and the other Loan Documents; *provided* that, except as permitted under the Credit Agreement, such rights and powers will not be exercised in any manner that could materially and adversely affect the rights inuring to a holder of any Pledged Collateral, the rights and remedies of any of the Collateral Agent or the other Secured Parties under this Agreement, the Credit Agreement or any other Loan Document or the ability of the Secured Parties to exercise the same;

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- (b) the Collateral Agent will promptly execute and deliver to each Grantor, or cause to be executed and delivered to such Grantor, all such proxies, powers of attorney and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to subparagraph (a) above; and
- (c) each Grantor will be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Collateral to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and otherwise paid or distributed in accordance with, the terms and conditions of the Credit Agreement and applicable laws; *provided* that (i) any noncash dividends, interest, principal or other distributions, payments or other consideration in respect thereof, including any rights to receive the same to the extent not so distributed or paid, that would constitute Pledged Securities, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests of the issuer of any Pledged Securities, received in exchange for Pledged Securities or any part thereof, or in redemption thereof, as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise and (ii) any noncash dividends and other distributions paid or payable in respect of any Pledged Securities that would constitute Pledged Securities in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid in surplus, in each case that does not constitute an Excluded Asset, will be and become part of the Pledged Collateral, and, if received by any Grantor will be held in trust for the benefit of the Collateral Agent, for the ratable benefit of the Secured Parties, and (if applicable) will be promptly (and in any event within 60 days (or such longer period as any Agent may agree, in its sole discretion)) delivered to the Collateral Agent, for the ratable benefit of the Secured Parties, in the same form as so received (endorsed in a manner reasonably satisfactory to the Collateral Agent).
- (2) If an Event of Default has occurred and is continuing and after prior written notice by the Collateral Agent to the Borrower of the Collateral Agent's intention to exercise its rights hereunder, all rights of any Grantor to dividends, interest, principal or other distributions that such Grantor is authorized to receive pursuant to paragraph (1)(c) of this Section 3.05 will cease, and all such rights will thereupon become vested, for the ratable benefit of the Secured Parties, in the Collateral Agent, which will have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions; *provided, however*, that even if an Event of Default has occurred and is continuing, any Grantor may continue to receive dividends and distributions solely to the extent permitted under subclause (8)(a), subclause (8)(b), subclause (8)(c), subclause (8)(d) and subclause (8)(e) of Section 6.07 of the Credit Agreement.
- (3) All dividends, interest, principal or other distributions received by any Grantor contrary to the provisions of this Section 3.05 will be held in trust for the benefit of the Collateral Agent, for the ratable benefit of the Secured Parties, and will be (within 60 days (or such longer period as any Agent may agree, in its sole discretion) after receipt thereof) delivered to the Collateral Agent, for the ratable benefit of the Secured Parties, in the same form as so received (endorsed in a manner reasonably satisfactory to the Collateral Agent).

Agent). Any and all money and other property paid over to or received by the Collateral Agent pursuant to the provisions of this paragraph (3) subject to any applicable Intercreditor Agreement(s) will be retained by the Collateral Agent in an account to be established by the Collateral Agent upon receipt of such money or other property and will be applied in accordance with Section 5.02 hereof. After all such Events of Default have been cured or waived, the Collateral Agent will promptly repay to each Grantor (without interest) all dividends, interest, principal or other distributions that such Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (1)(c) of this Section 3.05 and that remain in such account.

- (4) If an Event of Default has occurred and is continuing and after the Collateral Agent shall have given prior written notice to the Borrower of the Collateral Agent's intention to exercise its rights hereunder, all rights of any Grantor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to paragraph (1)(a) of this Section 3.05, and the obligations of the Collateral Agent under paragraph (1)(b) of this Section 3.05, will cease, and all such rights will thereupon become vested in the Collateral Agent, for the ratable benefit of the Secured Parties, which will have the sole and exclusive right and authority to exercise such voting and consensual rights and powers (subject to any applicable Intercreditor Agreement(s)); *provided* that unless otherwise directed by the Required Lenders, the Collateral Agent will have the right from time to time after an Event of Default has occurred and is continuing to permit the Grantors to exercise such rights.
- (5) After all such Events of Default have been cured or waived, each Grantor will have (i) the right to exercise the voting and/or consensual rights and powers that such Grantor would otherwise be entitled to exercise pursuant to the terms of paragraph (1)(a) above and (ii) the right to receive and retain the distributions that such Grantor would otherwise be entitled to receive and retain pursuant to the terms of paragraph 1(c) above.

ARTICLE IV

SECURITY INTERESTS IN OTHER PERSONAL PROPERTY

Section 4.01. Security Interest.

- (1) As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor's right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Article 9 Collateral**”):
 - (a) all Accounts;

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- (b) all Chattel Paper;
 - (c) all cash, Money and Deposit Accounts;
 - (d) all Documents;
 - (e) all Equipment;
 - (f) all General Intangibles;
 - (g) all Instruments;
 - (h) all Inventory;
 - (i) all Investment Property;
 - (j) all Letter-of-Credit Rights;
 - (k) all Intellectual Property;
 - (l) all Commercial Tort Claims, including those described on Schedule IV hereto;
 - (m) each of the following:
 - (i) Securities Accounts;
 - (ii) Investment Property credited to Securities Accounts from time to time and all Security Entitlements in respect thereof; and
 - (iii) all cash held in any Securities Account or Deposit Account;
 - (n) all books and Records pertaining to the Article 9 Collateral; and
 - (o) all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing.

Notwithstanding anything to the contrary in this Agreement or any other Loan Document, (i) the Article 9 Collateral will not include any Pledged Collateral and (ii) the Article 9 Collateral (and any components comprising thereof) will not include, this Agreement will not constitute a grant of a security interest in, the security interest granted hereunder will not attach to and no representation, warranty, covenant or any other provision contained in this Agreement or any other Security Document shall apply to, any Excluded Asset.

- (2) Subject to the limitations set forth in Section 4.01(6), each Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction any financing statements with respect to the Collateral (including all Article 9 Collateral consisting of Pledged Collateral) or any part thereof and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including:

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- (a) whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor; and
 - (b) a description of collateral that describes such property in any manner as the Collateral Agent may reasonably determine is necessary to ensure the perfection of the security interest in the Collateral granted under this Agreement, including describing such property as “all assets”, whether now owned or hereafter acquired, or words of similar effect.

Each Grantor agrees to provide such information to the Collateral Agent promptly upon reasonable written request.

- (3) The Collateral Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office) such documents as may be reasonably necessary for the purpose of perfecting, continuing, enforcing or protecting the Security Interest granted in Intellectual Property by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.
- (4) Notwithstanding anything to the contrary in this Agreement or any other Loan Document, no Grantor shall be required to take any action under the laws of any jurisdiction other than the United States (or any political subdivision thereof) and its territories and possessions for the purpose of perfecting the Security Interest in any Article 9 Collateral of such Grantor.
- (5) The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Article 9 Collateral.
- (6) Notwithstanding anything to the contrary in any Loan Document, no Grantor will be required:
 - (a) to take, or cause to be taken, any actions to perfect the Security Interest by any means other than (to the extent reasonably applicable):
 - (i) filings pursuant to the Uniform Commercial Code in the office of the Secretary of State (or equivalent central filing office) in the jurisdiction of organization of such Grantor;
 - (ii) filings in the United States Patent and Trademark Office and the United States Copyright Office of an Intellectual Property Security Agreement;
 - (iii) subject to any applicable Intercreditor Agreement(s), delivery of Collateral consisting of instruments, notes and debt securities in a principal amount in excess of \$15 million to the extent required under Section 3.02;

(iv) subject to any applicable Intercreditor Agreement(s), delivery of Collateral consisting of certificated Equity Interests to the extent required under Section 3.02;

- (b) to enter, or cause to be entered, any control agreements or similar arrangements with the Collateral Agent or the Administrative Agent with respect to any Deposit Accounts, Securities Accounts, Commodities Accounts or other Collateral that requires perfection by Control; or
 - (c) to take any actions with respect to assets located outside of the United States or in any non-United States jurisdiction or required by the laws of any non-United States jurisdiction to create, maintain or perfect any security interests in any such assets (it being understood that there shall be no security agreements or pledge agreements governed under the laws of any non-U.S. jurisdiction);
 - (d) to deliver any landlord lien waivers, estoppels or collateral access letters; or
 - (e) to take any perfection action with respect to motor vehicles and other assets subject to certificates of title or Letter-of-Credit Rights other than the filing of Uniform Commercial Code financing statements in the office of the secretary of state (or similar central filing office) in the jurisdiction of organization of the applicable Grantor.
- (7) Notwithstanding anything to the contrary in any Loan Document, to the extent any provision of this Agreement or the Credit Agreement excludes any assets from the scope of the Article 9 Collateral, or from any requirement to take any action to perfect or maintain any security interest (or the priority thereof) in favor of the Collateral Agent in the Article 9 Collateral, the representations, warranties and covenants made by any Grantor in this Agreement with respect to the creation, perfection or priority (as applicable) of the security interest granted in favor of the Collateral Agent (including Section 4.01) shall be deemed not to apply to such excluded assets.

Section 4.02. Representations and Warranties. Each Grantor represents and warrants (but solely to the extent (and at the times) required by the Credit Agreement) to the Collateral Agent and the Secured Parties that:

- (1) Each Grantor has good and valid rights in and title to the Article 9 Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Article 9 Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained and is in full force and effect or has otherwise been disclosed herein or in the Credit Agreement.
- (2) The Uniform Commercial Code financing statements containing a description of the Article 9 Collateral that have been prepared by the Collateral Agent for filing in the office specified in Schedule III constitute all the filings, recordings and registrations (except as set forth in the following clause (3)) that are, as of the Closing Date, necessary

to publish notice of, protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Article 9 Collateral in which the Security Interest may be perfected by filing of Uniform Commercial Code financing statements in the office of the Secretary of State (or equivalent central filing office) of the applicable jurisdiction.

- (3) Each Grantor represents and warrants that a fully executed Intellectual Property Security Agreement containing a description of all Article 9 Collateral existing on the Closing Date and consisting of material Intellectual Property owned by such Grantor with respect to United States Patents (and Patents for which United States applications are pending), United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights (and Copyrights for which United States registration applications are pending) was delivered on the Closing Date to the Collateral Agent for recording with the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable.
- (4) The Security Interest constitutes (a) a legal and valid security interest in all the Article 9 Collateral securing the payment and performance of the Secured Obligations; (b) subject to the filings described in Section 4.02(2), a perfected security interest in all Article 9 Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code in the central filing office of such jurisdictions; and (c) subject to the filings described in Section 4.02(3), a security interest that shall be perfected in all Intellectual Property in which a security interest may be perfected upon the receipt and recording of an Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. Subject to Section 4.01(6), the Security Interest is and shall be prior to any other Lien on any of the Article 9 Collateral, subject to Permitted Liens.
- (5) The Article 9 Collateral is owned by the Grantors free and clear of any Lien, other than Permitted Liens. None of the Grantors has filed or consented to the filing after the Closing Date of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Article 9 Collateral; (b) any assignment in which any Grantor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with the United States Patent and Trademark Office or the United States Copyright Office; or (c) any assignment in which any Grantor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Permitted Liens or in connection with any permitted disposition thereof in accordance with the terms of the Credit Agreement.
- (6) None of the Grantors holds any Commercial Tort Claim individually in excess of \$15 million as of the Closing Date except as indicated on Schedule IV.

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- (7) As to itself and its Article 9 Collateral consisting of material Intellectual Property owned by each Grantor with respect to the United States (the “**Intellectual Property Collateral**”), to each Grantor’s knowledge, as of the Closing Date:
- (a) The Intellectual Property Collateral set forth on Schedule II includes all of the material Patents, Trademarks and Copyrights owned by such Grantor as of the date hereof;
 - (b) The Intellectual Property Collateral owned by such Grantors has not been adjudged invalid or unenforceable in whole or part (except for office actions issued in the ordinary course by the United States Patent and Trademark Office or in any similar office in any foreign jurisdiction), and is valid and enforceable, except as would not reasonably be expected to have a Material Adverse Effect. Such Grantor is not aware of any uses of any item of Intellectual Property Collateral that would be expected to lead to such item becoming invalid or unenforceable, except as would not reasonably be expected to have a Material Adverse Effect;
 - (c) Such Grantor has made or performed in the ordinary course of Grantor’s business, acts, including filings, recordings and payment of all required fees and taxes, required to maintain and protect its interest in each and every item of Intellectual Property Collateral owned by such Grantor in full force and effect in the United States, and such Grantor has used proper statutory notice in connection with its use of each Patent, Trademark and Copyright owned by such Grantor in the Intellectual Property Collateral, in each case, except to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect;
 - (d) With respect to each IP Agreement, the absence, termination, cancellation, breach or violation of which would reasonably be expected to have a Material Adverse Effect: (A) such Grantor has not received any notice of termination or cancellation under such IP Agreement; (B) such Grantor has not received any notice of a breach or default under such IP Agreement, which breach or default has not been cured or waived; and (C) neither such Grantor nor, to the knowledge of Grantor, any other party to such IP Agreement is in breach or default thereof in any material respect, and no event has occurred that, with notice or lapse of time or both, would constitute such a breach or default or permit termination, modification or acceleration under such IP Agreement.
 - (e) Except as would not reasonably be expected to have a Material Adverse Effect, no Grantor or Intellectual Property Collateral owned by such Grantor is subject to any outstanding consent, settlement, decree, order, injunction, judgment or ruling restricting the use of any Intellectual Property Collateral owned by such Grantor or that would impair the validity or enforceability of such Intellectual Property Collateral owned by such Grantor.

Section 4.03. Covenants.

- (1) Each Grantor agrees to comply with Section 5.10(3) of the Credit Agreement, subject, for the avoidance of doubt, to Section 5.10(4) of the Credit Agreement.
- (2) Subject to the rights of such Grantor under the Loan Documents to dispose of Collateral and except as would otherwise be permitted by the Credit Agreement, each Grantor will, at its own expense, use commercially reasonable efforts to defend title to the Article 9 Collateral against all persons and to defend the Security Interest of the Collateral Agent, for the ratable benefit of the Secured Parties, in the Article 9 Collateral and the priority thereof against any Lien that is not a Permitted Lien.
- (3) Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement and the granting of the Security Interest and the filing of any financing statements or other documents in connection herewith or therewith.
- (4) [Reserved].
- (5) After an Event of Default has occurred and is continuing, and in consultation with the Borrower, the Collateral Agent will have the right to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Article 9 Collateral, including, in the case of Accounts or Article 9 Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Article 9 Collateral for the purpose of making such a verification. The Collateral Agent shall have the right to share any information it gains from such inspection or verification with any Secured Party.
- (6) None of the Grantors will, without the Collateral Agent's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned), grant any extension of the time of payment of any Accounts included in the Article 9 Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, in each case, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business or consistent with prudent business practices or as otherwise permitted under the Credit Agreement.
- (7) At its option, after an Event of Default has occurred and is continuing, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Article 9 Collateral and not a Permitted Lien, and may pay for the maintenance and preservation of the Article 9 Collateral, in each case, to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any reasonable payment made or any reasonable expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 4.03(7) will excuse any Grantor from the

performance of, or impose any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

- (8) Each Grantor (rather than the Collateral Agent or any Secured Party) will remain liable for the observance and performance of all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Article 9 Collateral.
- (9) Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent for such purpose) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, after an Event of Default has occurred for so long as it is continuing, of making, settling and adjusting claims in respect of Article 9 Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto.
- (10) In the event that any Grantor at any time or times fails to obtain or maintain any of the policies of insurance required hereby or under the Credit Agreement or to pay any premium in whole or part relating thereto, the Collateral Agent may, after an Event of Default has occurred for so long as it is continuing, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent reasonably deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.03(10), including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent, in accordance with Section 7.06, and shall be additional Secured Obligations secured hereby.

Section 4.04. Other Actions. In order to further ensure the attachment, perfection and priority of, and the ability of the Collateral Agent to enforce, for the ratable benefit of the Secured Parties, the Collateral Agent's security interest in the Article 9 Collateral, each Grantor agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following Article 9 Collateral:

- (1) Tangible Chattel Paper. Except to the extent otherwise provided in Article III, if any Grantor at any time holds or acquires any Tangible Chattel Paper evidencing an amount in excess of \$15 million, such Grantor will (within 60 days (or such longer period as any Agent may agree, in its sole discretion) after receipt thereof) endorse, assign and deliver the same to the Collateral Agent (or a designated bailee, in accordance with any applicable Intercreditor Agreement(s)), accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time reasonably request.

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- (2) Commercial Tort Claims. If any Grantor shall at any time hold or acquire a Commercial Tort Claim in an amount reasonably estimated by the Borrower in good faith to exceed \$15 million, such Grantor shall (within 60 days (or such longer period as any Agent may agree, in its sole discretion) after determination thereof) notify the Collateral Agent thereof in a writing signed by such Grantor, including a summary description of such claim, and grant to the Collateral Agent in writing a security interest therein and in the proceeds thereof, all under the terms and provisions of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Collateral Agent.

Section 4.05. Covenants Regarding Patent, Trademark and Copyright Collateral. Except as permitted by the Credit Agreement or as would not reasonably be expected to result in a Material Adverse Effect:

- (1) Each Grantor agrees that it will not knowingly do any act or omit to do any act (and will exercise commercially reasonable efforts to contractually prohibit its licensees from doing any act or omitting to do any act) whereby any material Patent owned by such Grantor that is necessary to the normal conduct of such Grantor's business may become prematurely invalidated, abandoned, lapsed or dedicated to the public, and agrees that it will take commercially reasonable steps with respect to any material products covered by any such Patent as necessary to establish and preserve its rights under applicable patent laws.
- (2) Each Grantor will, and will use its commercially reasonable efforts to contractually require its licensees and its sublicensees to, for each material Trademark owned by such Grantor and necessary to the normal conduct of such Grantor's business:
 - (a) maintain such Trademark in full force free from any adjudication of abandonment or invalidity for non-use;
 - (b) maintain the quality of products and services offered under such Trademark;
 - (c) display such Trademark with notice of federal or foreign registration or claim of trademark or service mark as required under applicable law; and
 - (d) not knowingly use or knowingly permit its licensees' use of such Trademark in violation of any third-party rights.
- (3) Each Grantor will, and will use its commercially reasonable efforts to cause its licensees and its sublicensees to, for each work covered by a material Copyright owned by such Grantor and necessary to the normal conduct of such Grantor's business and that it publishes, displays and distributes, use a copyright notice as necessary and sufficient to establish and preserve its rights under applicable copyright laws.
- (4) Each Grantor shall notify the Collateral Agent promptly if it knows that any material Patent, Trademark or Copyright owned by such Grantor and necessary to the normal conduct of such Grantor's business may imminently become abandoned, lapsed or dedicated to the public, or of any materially adverse determination or development, excluding office actions and similar determinations or developments in the United States Patent and Trademark Office, United States Copyright Office, any court, or any similar office of any country, regarding such Grantor's ownership of any such material Patent, Trademark or Copyright or its right to register or maintain the same.

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- (5) Each Grantor, either itself or through any agent, employee, licensee or designee, will, upon the reasonable request of the Collateral Agent, execute and deliver any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in each Patent, Trademark, or Copyright listed in each updated Perfection Certificate (or in any applicable specified information contained in the Perfection Certificate) furnished pursuant to Section 5.04(6) of the Credit Agreement.
 - (6) Each Grantor will exercise its reasonable business judgment consistent with the practice in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office with respect to maintaining and pursuing each application owned by such Grantor relating to any material Patent, Trademark and/or Copyright (and obtaining the relevant grant or registration) necessary to the normal conduct of such Grantor's business and to maintain (a) each such Patent and (b) the registrations of each such Trademark and each such Copyright, including, when applicable and necessary in such Grantor's reasonable business judgment, timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if any Grantor believes necessary in its reasonable business judgment, to initiate opposition, interference and cancellation proceedings against third parties.
 - (7) In the event that any Grantor knows or has reason to know that any Article 9 Collateral consisting of a material Patent, Trademark or Copyright necessary to the normal conduct of its business has been materially infringed, misappropriated or diluted by a third party, such Grantor will promptly notify the Collateral Agent and will, if such Grantor deems it necessary in its reasonable business judgment, promptly take actions as are reasonably appropriate under the circumstances.

Section 4.06. Intercreditor Relations. Notwithstanding anything herein to the contrary, (1) the Grantors and the Collateral Agent acknowledge that the exercise of certain of the Collateral Agent's rights and remedies hereunder are subject to the provisions of the Closing Date Intercreditor Agreement and any other applicable Intercreditor Agreement(s) and (2) prior to the Discharge of ABL Claims (or such other applicable date), any obligation hereunder to physically deliver any ABL Priority Collateral (or other applicable Collateral) to the Collateral Agent shall be deemed satisfied by the delivery to the ABL Collateral Agent or other applicable Debt Representative, acting as gratuitous bailee for the Collateral Agent in accordance with the Closing Date Intercreditor Agreement or other applicable Intercreditor Agreement(s). The failure of the Collateral Agent or any other Secured Party to immediately enforce any of its rights and remedies hereunder (as a result of the terms of any applicable Intercreditor Agreement(s) or otherwise) shall not constitute a waiver of any such rights and remedies. In the event of any conflict or inconsistency between the terms of the Closing Date Intercreditor Agreement or any other applicable Intercreditor Agreement(s) and this Agreement, the terms of such Intercreditor Agreement shall govern and control. In the event of any such conflict, each Grantor may act (or omit to act) in accordance with such Intercreditor Agreement and shall not be in breach, violation or default of its obligations hereunder or under any other Loan Document by reason of doing so.

ARTICLE V

REMEDIES

Section 5.01. Remedies Upon Default. If an Event of Default has occurred and is continuing, each Grantor agrees to deliver each item of Collateral to the Collateral Agent (or a designated bailee, in accordance with any applicable Intercreditor Agreement(s)) on demand, and it is agreed that the Collateral Agent shall have the right, subject to applicable law and any applicable Intercreditor Agreement(s), to take any of or all the following actions at the same or different times: (1) with respect to any Article 9 Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Article 9 Collateral by the applicable Grantors to the Collateral Agent or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or a non-exclusive basis, any such Article 9 Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers thereunder cannot be obtained with the use of commercially reasonable efforts, which each Grantor hereby agrees to use) and (2) to take possession of the Article 9 Collateral and without liability for trespass to the applicable Grantor to enter any premises where the Article 9 Collateral may be located for the purpose of taking possession of, removing or selling the Article 9 Collateral and, generally, to exercise any and all rights afforded to a secured party under the applicable Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing rights and remedies, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law (including the Uniform Commercial Code), to sell or otherwise dispose of all or any part of the Collateral at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized in connection with any sale of a security (if it deems it advisable to do so) pursuant to the foregoing to restrict the prospective bidders or purchasers to persons who represent and agree that they are purchasing such security for their own account, for investment, and not with a view to the distribution or sale thereof. Upon consummation of any such sale of Collateral pursuant to this Section 5.01, the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives and releases (to the extent permitted by law) all rights of redemption, stay, valuation and appraisal that such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the applicable Grantors ten Business Days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the UCC or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral,

or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. The Collateral, or the portion thereof, to be sold at any such sale may be sold in one lot as an entirety or in separate parcels in the Collateral Agent's own right or by one or more agents and contractors, upon any premises owned, leased, or occupied by any Grantor and the Collateral Agent and any such agent or contractor, in conjunction with any such sale, may augment the Inventory to be sold with other goods (all of which other goods shall remain the sole property of the Collateral Agent or such agent or contractor), all as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In the case of any sale of all or any part of the Collateral made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in the event that any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in the case of any such failure, such Collateral may be sold again upon notice given in accordance with provisions above. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section 5.01, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all such rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property in accordance with Section 5.02 hereof without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Secured Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 5.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the UCC or its equivalent in other jurisdictions.

Without limiting any other rights of the Collateral Agent under this Agreement, for the purpose of enabling Collateral Agent to exercise rights and remedies under Article V at such time as Collateral Agent shall be lawfully entitled to exercise, after an Event of Default has occurred and is continuing, such rights and remedies, and for no other purpose, each Grantor hereby grants to the Collateral Agent, to the extent licensable, and to the extent not resulting in a material breach, material violation or termination of any Trademark License, a royalty free, non-exclusive, irrevocable license (such license to be effective after an Event of Default has occurred

and while it is continuing), to use, apply, and affix any Trademark in which any Grantor now or hereafter has rights, solely in connection with the Collateral Agent's enforcement of rights or remedies hereunder, including in connection with any sale or other disposition of Inventory, provided that such use is consistent with the use of such Trademark employed by the Grantor in the ordinary conduct of such Grantor's business and Grantor shall have rights of quality control and inspection that are reasonably necessary to maintain the validity and enforceability of such Trademarks. As to each Grantor, the license granted hereby shall remain in full force and effect until such Grantor hereunder is released hereunder in accordance with Section 7.15 of this Agreement.

Any exercise of remedies by the Collateral Agent shall be subject to the applicable Intercreditor Agreement(s).

Section 5.02. Application of Proceeds.

- (1) Subject to the terms of any applicable Intercreditor Agreement(s), the Collateral Agent will promptly apply the proceeds, moneys or balances of any collection or sale of Collateral, as well as any Collateral consisting of cash, in the following order of priority:
 - (a) *first*, to all amounts owing to the Collateral Agent or the Administrative Agent pursuant to any of the Loan Documents in its capacity as such in respect of (i) the preservation of Collateral or its security interest in the Collateral or (ii) with respect to enforcing the rights of the Secured Parties under the Loan Documents;
 - (b) *second*, to the extent proceeds remain after the application pursuant to preceding clause (a), to all other amounts owing to the Administrative Agent or Collateral Agent pursuant to any of the Loan Documents in its capacity as such;
 - (c) *third*, to the extent proceeds remain after the application pursuant to preceding clauses (a) through (b), to an amount equal to the outstanding Secured Obligations shall be paid to the Secured Parties as provided in clause (4) below, with each Secured Party receiving an amount equal to its outstanding Secured Obligations or, if the proceeds are insufficient to pay in full all such Secured Obligations, its pro rata share of the amount remaining to be distributed; and
 - (d) *fourth*, to the extent proceeds remain after the application pursuant to preceding clauses (a) through (c), inclusive, and following the payment in full of the Secured Obligations, to the relevant Loan Party, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.
- (2) If any payment to any Secured Party pursuant to this Section 5.02 of its pro rata share of any distribution would result in overpayment to such Secured Party, such excess amount shall instead be distributed in respect of the unpaid Secured Obligations of the other Secured Parties, with each Secured Party whose Secured Obligations have not been Paid in Full to receive an amount equal to such excess amount multiplied by a fraction the numerator of which is the unpaid Secured Obligations of such Secured Party and the denominator of which is the unpaid Secured Obligations of all Secured Parties entitled to such distribution.

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- (3) Subject to the terms of any applicable Intercreditor Agreement(s), all payments required to be made hereunder shall be made to the Administrative Agent or Collateral Agent, as applicable, for the account of such Secured Parties or as the Administrative Agent or Collateral Agent may otherwise direct in accordance with the Loan Documents.
 - (4) For purposes of applying payments received in accordance with this Section 5.02, the Collateral Agent will be entitled to rely upon (a) the Administrative Agent and (b) the applicable Secured Parties with respect to payments of Specified Hedge Agreements (which the Administrative Agent and each other Secured Party agrees (or shall agree) to provide upon request of the Collateral Agent) of the outstanding Secured Obligations of the Loan Parties owed to the Secured Parties.
 - (5) Subject to the other limitations (if any) set forth herein and in the other Loan Documents, it is understood that the Loan Parties will remain liable (as and to the extent set forth in herein 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 the Collateral Agent's gross negligence, bad faith or willful misconduct) to the extent of any deficiency between the amount of the proceeds of the Collateral and the aggregate amount of the Secured Obligations of the Loan Parties.
 - (6) It is understood and agreed by each Loan Party that the Collateral Agent will have no liability for any determinations made by it in this Section 5.02 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, bad faith or willful misconduct. Each Loan Party also agrees that the Collateral Agent may (but shall not be required to), at any time and in its sole discretion, and with no liability resulting therefrom, petition a court of competent jurisdiction regarding any application of Collateral in accordance with the requirements hereof and of each applicable Intercreditor Agreement, and the Collateral Agent shall be entitled to wait for, and may conclusively rely on, any such determination.
 - (7) Notwithstanding anything in this Agreement or any other Loan Document to the contrary, the Collateral Agent will not be required to marshal the Collateral or any guarantee of the Secured Obligations or to resort to the Collateral or any such Guarantee in any particular order.

Section 5.03. Securities Act, Etc. In view of the position of the Grantors in relation to the Pledged Collateral, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar federal statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the “**Federal Securities Laws**”) with respect to any disposition of the Pledged Collateral permitted hereunder. Each Grantor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Collateral Agent if the Collateral Agent were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Collateral Agent in any attempt to dispose of all or

part of the Pledged Collateral under applicable Blue Sky or other state securities laws or similar laws analogous in purpose or effect. Each Grantor acknowledges and agrees that in light of such restrictions and limitations, the Collateral Agent, in its sole and absolute discretion, may (1) proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have been filed under the Federal Securities Laws or, to the extent applicable, Blue Sky or other state securities laws and (2) approach and negotiate with a single potential purchaser to effect such sale. Each Grantor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Collateral Agent will incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Collateral Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a single purchaser were approached. The provisions of this Section 5.03 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Collateral Agent sells. For avoidance of doubt, no Grantor shall be required hereunder or under any other Loan Document to take or cause the issuer of any Pledged Collateral to take any action to register any Pledged Collateral for public sale under the Federal Securities Laws or Blue Sky or other state securities laws.

ARTICLE VI

INDEMNITY, SUBROGATION AND SUBORDINATION

Section 6.01. Indemnity. In addition to all such rights of indemnity and subrogation as the Guarantors may have under applicable law (but subject to Section 6.03 hereof), the Borrower agrees that (a) in the event a payment is made by any Guarantor under this Agreement in respect of any Secured Obligation of the Borrower, the Borrower shall indemnify such Guarantor for the full amount of such payment and such Guarantor shall be subrogated to the rights of the person to whom such payment shall have been made to the extent of such payment and (b) in the event any assets of any Guarantor are sold pursuant to this Agreement or any other Security Document to satisfy in whole or in part a Secured Obligation of the Borrower, the Borrower will indemnify such Guarantor in an amount equal to the greater of the book value or the fair market value of the assets so sold.

Section 6.02. Contribution and Subrogation. Subject to Section 2.07, each Guarantor (a “**Contributing Guarantor**”) agrees (subject to Section 6.03 hereof) that, in the event a payment shall be made by any other Guarantor hereunder in respect of any Secured Obligation or assets of any other Guarantor are sold pursuant to any Security Document to satisfy any Secured Obligation owed to any Secured Party and such other Guarantor (the “**Claiming Guarantor**”) shall not have been fully indemnified by the Borrower as provided in Section 6.01 hereof, the Contributing Guarantor shall indemnify the Claiming Guarantor in an amount equal to the amount of such payment or the greater of the book value or the fair market value of such assets, as applicable, in each case multiplied by a fraction of which the numerator shall be the net worth of such Contributing Guarantor on the date hereof and the denominator will be the aggregate net worth of all the Guarantors on the date hereof (or, in the case of any Guarantor becoming a party

hereto pursuant to Section 7.16 hereof, the date of the supplement hereto executed and delivered by such Guarantor). Any Contributing Guarantor making any payment to a Claiming Guarantor pursuant to this Section 6.02 shall be subrogated to the rights of such Claiming Guarantor under Section 6.01 hereof to the extent of such payment.

Section 6.03. Subordination.

- (1) Notwithstanding any provision of this Agreement to the contrary, all rights of the Guarantors under Sections 6.01 and 6.02 hereof and all other rights of indemnity, contribution or subrogation of the Guarantors under applicable law or otherwise will be fully subordinated to the Payment in Full of the Secured Obligations until such time as this Agreement has been terminated in accordance with Section 7.15(1) or, with respect to any such Guarantor, until such Guarantor is released in accordance with Section 7.15(2). No failure on the part of the Borrower or any Guarantor to make the payments required by Sections 6.01 and 6.02 hereof (or any other payments required under applicable law or otherwise) will in any respect limit the obligations and liabilities of the Borrower with respect to the Secured Obligations or any Guarantor with respect to its obligations hereunder.
- (2) The Borrower and each Guarantor hereby agree that all Indebtedness owed by it to the Borrower, any other Guarantor or any Restricted Subsidiary (collectively, the “**Subordinated Creditors**”) will be fully subordinated to the prior Payment in Full of the Secured Obligations; *provided, however*, that each of the following shall be permitted: payments permitted under the Credit Agreement, including payments of regularly scheduled principal and interest (including default interest and any “AHYDO” catch-up payment) on such Indebtedness, fees related to such Indebtedness, indemnity and expense reimbursement payments in connection with such Indebtedness, and mandatory prepayments, mandatory redemptions and mandatory purchases of any such Indebtedness (including any principal, premium or interest with respect thereto), in each case pursuant to the terms of such Indebtedness. A Subordinated Creditor will automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which the Subordinated Creditor ceases to be a Restricted Subsidiary of the Borrower.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Notices. All communications and notices hereunder shall (except as otherwise permitted herein) be in writing and given as provided in Section 10.01 of the Credit Agreement. All communications and notices hereunder to any Grantor will be given to it in care of the Borrower, with such notice to be given as provided in Section 10.01 of the Credit Agreement.

Section 7.02. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest in the Article 9 Collateral, the security interest in the Pledged Collateral and all obligations of each Grantor hereunder will be absolute and unconditional irrespective of:

- (1) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing;

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- (2) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument;
 - (3) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Secured Obligations; or
 - (4) subject only to termination or release of a Guarantor's obligations hereunder in accordance with the terms of Section 7.15 hereof any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Secured Obligations or this Agreement (other than a defense of payment or performance).

Section 7.03. Limitation By Law. All obligations, rights, remedies and powers provided in this Agreement may be exercised or performed only to the extent that the exercise or performance thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

Section 7.04. Binding Effect; Several Agreement. This Agreement will become effective as to any party to this Agreement when a counterpart hereof executed on behalf of such party is delivered to the Collateral Agent and a counterpart hereof is executed on behalf of the Collateral Agent, and thereafter will be binding upon such party and the Collateral Agent and their respective permitted successors and assigns, and will inure to the benefit of such party, the Collateral Agent and the other Secured Parties and their respective permitted successors and assigns, except that no party shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly permitted under the Credit Agreement. This Agreement will be construed as a separate agreement with respect to each Loan Party and may be amended, modified, supplemented, waived or released with respect to any Loan Party without the approval of any other Loan Party and without affecting the obligations of any other Loan Party hereunder.

Section 7.05. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference will be deemed to include the permitted successors and assigns of such party, and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective permitted successors and assigns; *provided* that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Collateral Agent or as expressly permitted under the Credit Agreement. The Collateral

Agent hereunder will at all times be the same person that is the Collateral Agent under the Credit Agreement. Written notice of resignation by the Administrative Agent pursuant to the Credit Agreement will also constitute notice of resignation as the Collateral Agent under this Agreement. Upon the acceptance of any appointment as the Administrative Agent under the Credit Agreement by a successor Administrative Agent, that successor Administrative Agent will thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent pursuant hereto.

Section 7.06. Collateral Agent's Fees and Expenses; Indemnification. The parties hereto agree that the Collateral Agent will be entitled to reimbursement of its expenses incurred hereunder as provided in Section 10.05 of the Credit Agreement and the provisions of Section 10.05 shall be incorporated by reference herein and apply to each Grantor *mutatis mutandis*.

Section 7.07. Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary to accomplish the purposes hereof, effective after an Event of Default has occurred and while it is continuing and with written notice to the Borrower of its exercise or intent to exercise such rights, which appointment is irrevocable and coupled with an interest. The Collateral Agent will have the right, after an Event of Default has occurred and while it is continuing and with written notice to the Borrower of its exercise or intent to exercise such rights, with full power of substitution either in the Collateral Agent's name or in the name of such Grantor, to:

- (1) receive, endorse, assign or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof;
- (2) demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral;
- (3) ask for, demand, sue for, collect, receive and give acquittance for any and all moneys due or to become due under and by virtue of any Collateral;
- (4) sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral;
- (5) send verifications of Accounts to any Account Debtor;
- (6) commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral;
- (7) settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral;
- (8) notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and

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- (9) use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes;

provided that nothing herein contained will be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and the other Secured Parties will be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence, bad faith or willful misconduct.

Section 7.08. APPLICABLE LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

Section 7.09. Waivers: Amendment .

- (1) No failure or delay by the Collateral Agent or any Lender in exercising any right, power or remedy hereunder or under any other Loan Document will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or remedy, or any abandonment or discontinuance of steps to enforce such a right, power or remedy, preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies of the Collateral Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights, powers or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Loan Party therefrom will in any event be effective unless the same is permitted by paragraph (2) of this Section 7.09, and then such waiver or consent will be effective only in the specific instance and for the purpose for which given.
- (2) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Loan Party or Loan Parties with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.08 of the Credit Agreement.

Section 7.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HERETO (1) 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 (2) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.10.

Section 7.11. Severability. In the event any one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

Section 7.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which will constitute an original but all of which when taken together will constitute but one contract, and will become effective as provided in Section 7.04 hereof. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission will be as effective as delivery of a manually signed original.

Section 7.13. 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 7.14. Jurisdiction; Consent to Service of Process.

- (1) Each party to this Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in the Borough of Manhattan (or if such court lacks subject matter jurisdiction, the Supreme Court of the State of New York sitting in the Borough of Manhattan) and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the transactions relating hereto or thereto, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding shall be heard and determined in such Federal (to the extent permitted by law) or New York State court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document will 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 against any Grantor, or its properties, in the courts of any jurisdiction.
- (2) Each party to this Agreement 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 in any New York State or federal court. 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.

Section 7.15. Termination or Release.

- (1) This Agreement, the guarantees made herein, the pledges made herein, the Security Interest and all other security interests granted hereby shall automatically terminate and be released when all the Secured Obligations have been Paid in Full and the Lenders have no further commitment to lend under the Credit Agreement.
- (2) (i) Any Grantor's obligations hereunder and all Security Interest in and Lien on its Collateral granted by such Grantor shall automatically terminate and be released if such Grantor is released from its obligations under its Guaranty pursuant to Section 9.11(2)(c) of the Credit Agreement and (ii) the Security Interest in and Lien on any Collateral shall be automatically terminated and released in the circumstances set forth in Section 9.11(2)(a), 9.11(2)(b) or 9.11(2)(c) of the Credit Agreement, including, without limitation, in connection with any property (and any related rights and any related assets) that is sold or otherwise transferred to any Person that is not (and is not required to be) a Loan Party in connection with a sale and leaseback or other transaction permitted by the Credit Agreement.
- (3) In connection with any termination or release pursuant to paragraph (1) or paragraph (2) above, the Collateral Agent shall promptly execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor may reasonably request to evidence such termination or release and take all other actions (including return of any pledged collateral) reasonably requested by any Grantor, at such Grantor's expense, in connection with such release, including authorizing such Grantor or its representatives to file any UCC amendment or termination statements with respect to such release. Any execution and delivery of documents pursuant to this Section 7.15 shall be without recourse to or warranty by the Collateral Agent.
- (4) In the event that Rule 3-10 or Rule 3-16 of Regulation S-X of the Exchange Act is amended, modified or interpreted by the SEC or any other relevant Governmental Authority to require (or is replaced with another rule or regulation, or any other law, rule or regulation is adopted, which would require) the filing with the SEC (or any other Governmental Authority) of separate financial statements of any Subsidiary of the Borrower due to the fact that the Equity Interests of such Subsidiary constitute Collateral or are pledged under this Agreement, then the Equity Interests of such Subsidiary shall automatically be deemed not to be part of the Collateral to the extent necessary not to be subject to such requirement. Notwithstanding anything to the contrary in this Agreement, if Equity Interests of any Subsidiary are not required to be Collateral or pledged under this Agreement solely because Rule 3-10 or Rule 3-16 of Regulation S-X of the Exchange Act would require the filing of separate financial statements of such Subsidiary if its Equity Interests were Collateral or so pledged, in the event that Rule 3-10 or Rule 3-16 of Regulation S-X of the Exchange Act is amended, modified or interpreted by the SEC or any other relevant Governmental Authority to no longer require (or is replaced

with another rule or regulation that would not require) the filing of separate financial statements of such Subsidiary if some or all of its Equity Interests are Collateral or pledged under this Agreement, then such Equity Interests of such Subsidiary, unless otherwise constituting an Excluded Asset, shall automatically be deemed part of the Collateral and pledged under this Agreement.

Section 7.16. Additional Subsidiaries. Upon execution and delivery by the Collateral Agent and any Subsidiary that is required to become a party hereto under Section 5.10 of the Credit Agreement or otherwise of a supplement in the form of Exhibit I hereto, such Subsidiary will become a Grantor and a Guarantor hereunder with the same force and effect as if originally named as a Grantor and a Guarantor herein. The execution and delivery of any such supplement will not require the consent of any other party to this Agreement. The rights and obligations of each party to this Agreement will remain in full force and effect notwithstanding the addition of any new party to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTORS :

AMNEAL PHARMACEUTICALS LLC

By: /s/ Chintu Patel

Name: Chintu Patel

Title: President

AMNEAL PHARMACEUTICALS OF NEW YORK, LLC

By: /s/ Chintu Patel

Name: Chintu Patel

Title: President

AMNEAL BIOSCIENCES LLC

By: /s/ James Mastakas

Name: James Mastakas

Title: Chief Financial Officer and Treasurer

AMNEAL-AGILA, LLC

By: /s/ James Mastakas

Name: James Mastakas

Title: Chief Financial Officer and Treasurer

IMPAX LABORATORIES, LLC

By: /s/ Bryan M. Reasons

Name: Bryan M. Reasons

Title: Senior Vice President and Chief Financial
Officer

IMPAX LABORATORIES USA, LLC

By: /s/ Bryan M. Reasons

Name: Bryan M. Reasons

Title: Chief Financial Officer

MOUNTAIN, LLC

By: /s/ Bryan M. Reasons

Name: Bryan M. Reasons

Title: Chief Financial Officer, Treasurer and
Vice President

AMEDRA PHARMACEUTICALS LLC

By: /s/ Bryan M. Reasons

Name: Bryan M. Reasons

Title: Chief Financial Officer

TRAIL SERVICES, LLC

By: /s/ Bryan M. Reasons

Name: Bryan M. Reasons

Title: Chief Financial Officer

By: /s/ James A. Knight
Name: James A. Knight
Title: Executive Director

SUPPLEMENT NO. _____ dated as of _____ (this “**Supplement**”), to the Term Loan Guarantee and Collateral Agreement dated as of May 4, 2018 (as amended, amended and restated, supplemented, refinanced, replaced, extended or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), among each of the Grantors party thereto and JPMorgan Chase Bank, N.A. (“**JPM**”), as Administrative Agent for the Lenders under the Credit Agreement referred to below (in such capacity, the “**Administrative Agent**”) and as Collateral Agent for the Secured Parties (as defined therein) (in such capacity, the “**Collateral Agent**”).

- (1) Reference is made to that certain the Term Loan Credit Agreement, dated as of May 4, 2018 (as amended, amended and restated, supplemented, refinanced, replaced, extended or otherwise modified from time to time, the “**Term Loan Credit Agreement**”), by and among AMNEAL PHARMACEUTICALS LLC, a Delaware corporation, the Lenders party thereto from time to time and JPM, as Administrative Agent and as Collateral Agent.
- (2) Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Guarantee and Collateral Agreement.
- (3) The Grantors have entered into the Guarantee and Collateral Agreement in order to induce the Lenders to make Loans under the Credit Agreement. Section 7.16 of the Guarantee and Collateral Agreement provides that additional Subsidiaries may become Guarantors and Grantors under the Guarantee and Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the “**New Subsidiary**”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Guarantor and Grantor under the Guarantee and Collateral Agreement, in each case in order to induce the Lenders to make additional Loans (if available under the Credit Agreement) and as consideration for Loans previously made under the Credit Agreement.

Accordingly, the Administrative Agent and the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 7.16 of the Guarantee and Collateral Agreement, the New Subsidiary by its signature below becomes a Subsidiary Loan Party, a Guarantor and a Grantor under the Guarantee and Collateral Agreement with the same force and effect as if originally named therein as a Subsidiary Loan Party, a Guarantor and a Grantor, and the New Subsidiary hereby [(1)] agrees to all the terms and provisions of the Guarantee and Collateral Agreement applicable to it as a Subsidiary Loan Party, a Guarantor and a Grantor thereunder [and (2) represents and warrants that the representations and warranties made by it as a Grantor in Section 3.03 and Section 4.02 thereof are true and correct, in all material respects,

Exhibit I-1

on and as of the date hereof] ¹. In furtherance of the foregoing, the New Subsidiary, as security for the payment and performance in full of the Secured Obligations (as defined in the Guarantee and Collateral Agreement), does hereby create and grant to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and Lien on all the New Subsidiary's right, title and interest in and to the Collateral (as defined in and to the extent required by the Guarantee and Collateral Agreement) of the New Subsidiary. Each reference to a "Subsidiary Loan Party," a "Guarantor," or a "Grantor" in the Guarantee and Collateral Agreement shall be deemed to include the New Subsidiary. The Guarantee and Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants to the Administrative Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to (1) the effects of bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws affecting creditors' rights generally; (2) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (3) implied covenants of good faith and fair dealing.

SECTION 3. This Agreement may be executed in one or more counterparts, each of which will constitute an original but all of which when taken together constitutes but one contract. This Supplement will become effective when the Collateral Agent receives a counterpart (whether by electronic transmission or otherwise) of this Supplement that bears the signature of the New Subsidiary.

SECTION 4. The New Subsidiary hereby represents and warrants as of the date hereof that:

- (1) set forth on Schedule I attached hereto is a true and correct schedule of all the Pledged Securities of the New Subsidiary as of the date hereof required to be pledged under the Guarantee and Collateral Agreement;
- (2) set forth on Schedule II attached hereto is a true and correct schedule of all of the material Patents, Trademarks and Copyrights of the New Subsidiary as of the date hereof that constitute Collateral;
- (3) set forth on Schedule III attached hereto is a true and correct schedule of all Commercial Tort Claims of the New Subsidiary individually in excess of \$15 million as of the date hereof; and
- (4) set forth on Schedule IV attached hereto is the true and correct legal name of the New Subsidiary, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Guarantee and Collateral Agreement shall remain in full force and effect.

¹ Subject to the Credit Agreement, clause (2) to be included after the Closing Date.

SECTION 6. THIS SUPPLEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

SECTION 7. In the event any one or more of the provisions contained in this Supplement are held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

SECTION 8. All communications and notices hereunder will be in writing and given as provided in Section 7.01 of the Guarantee and Collateral Agreement.

SECTION 9. The New Subsidiary agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, disbursements and other charges of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Subsidiary and the Agents have duly executed this Supplement to the Guarantee and Collateral Agreement as of the day and year first above written.

[Name of New Subsidiary]

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent and Collateral Agent

By: _____
Name:
Title:

Exhibit I-4

Pledged Securities of the New Subsidiary

EQUITY INTERESTS

<u>Number of Issuer Certificate</u>	Registered Owner	Number and Class of Equity Interest	Percentage of Equity Interests
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DEBT SECURITIES

<u>Issuer</u>	Principal Amount	Date of Note	Maturity Date
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Schedule I-1

PATENTS, TRADEMARKS AND COPYRIGHTS

Schedule II-1

COMMERCIAL TORT CLAIMS

Schedule III-1

LEGAL NAME, JURISDICTION OF FORMATION
AND LOCATION OF CHIEF EXECUTIVE OFFICE

Schedule IV-1

FORM OF TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of [], by [•] (each, individually, a “Grantor” and, collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent and collateral agent (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to that certain Term Loan Guarantee and Collateral Agreement dated as of May 4, 2018 (as amended, amended and restated, supplemented, refinanced, replaced, extended or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), including:

- (a) all Trademarks, including all registrations and applications therefore filed in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;

Exhibit II

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- (b) all goodwill associated therewith or symbolized thereby;
 - (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
 - (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

[*Signature page follows*]

Exhibit II

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

[_____],
as Grantor

By: _____
Name:
Title:

Exhibit II

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

Exhibit II

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS
Exhibit II

FORM OF PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is dated as of [], by [•] (each, individually, a “Grantor” and, collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent and collateral agent (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to that certain Term Loan Guarantee and Collateral Agreement dated as of May 4, 2018 (as amended, amended and restated, supplemented, refinanced, replaced, extended or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Patent Collateral”), including:

- (a) all Patents issued or applied for in the United States, including those listed on Schedule I;
- (b) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein;

Exhibit III

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- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
 - (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Patent Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents record this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

[*Signature page follows*]

Exhibit III

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

[_____],
as Grantor

By: _____
Name:
Title:

Exhibit III

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

Exhibit III

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS
Exhibit III

FORM OF COPYRIGHT SECURITY AGREEMENT

This COPYRIGHT SECURITY AGREEMENT is dated as of [], by [•] (each, individually, a “Grantor” and, collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent and collateral agent (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to that certain Term Loan Guarantee and Collateral Agreement dated as of May 4, 2018 (as amended, amended and restated, supplemented, refinanced, replaced, extended or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Copyright Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Copyright Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Copyright Collateral”), including:

- (a) all Copyright in any work subject to the copyright laws of the United States, whether as author, assignee, transferee or otherwise;
- (b) all registrations and applications for registration of any such copyright in the United States, including registrations, supplemental registrations and pending applications for registration in the United States Copyright Office and the right to obtain all renewals thereof, including those listed on Schedule I;
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

Exhibit IV

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- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Copyright Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Copyright Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Copyright Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Copyright Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Copyright Office. Each Grantor authorizes and requests that the United States Copyright Office record this Copyright Security Agreement.

SECTION 5. Counterparts. This Copyright Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Copyright Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS COPYRIGHT SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

[*Signature page follows*]

Exhibit IV

IN WITNESS WHEREOF, each Grantor has caused this Copyright Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

[],
as Grantor

By: _____
Name:
Title:

Exhibit IV

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

Exhibit IV

SCHEDULE I
to
COPYRIGHT SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS AND COPYRIGHT APPLICATIONS

Exhibit V-1

ABL GUARANTEE AND COLLATERAL AGREEMENT,

dated as of May 4, 2018,

among

AMNEAL PHARMACEUTICALS LLC,

as the Borrower,

each other Grantor party hereto,

and

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent and Collateral Agent

Reference is made to the ABL/Term Loan Intercreditor Agreement dated as of May 4, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Closing Date Intercreditor Agreement**”), by and among JPMorgan Chase Bank, N.A., as ABL Agent (as defined therein), and JPMorgan Chase Bank, N.A., as Term Loan Agent (as defined therein), and acknowledged by the Borrower and the other parties from time to time signatory thereto. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent, for the ratable benefit of the Secured Parties hereunder, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Closing Date Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Closing Date Intercreditor Agreement and this Agreement, the provisions of the Closing Date Intercreditor Agreement shall control.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS	1
Section 1.01. Credit Agreement	1
Section 1.02. Other Defined Terms	2
ARTICLE II GUARANTEE	9
Section 2.01. Guarantee	9
Section 2.02. Guarantee of Payment	9
Section 2.03. No Limitations, Etc.	9
Section 2.04. Reinstatement	11
Section 2.05. Agreement To Pay; Contribution; Subrogation	11
Section 2.06. Information	12
Section 2.07. Maximum Liability	12
ARTICLE III PLEDGE OF SECURITIES	12
Section 3.01. Pledge	12
Section 3.02. Delivery of the Pledged Collateral	13
Section 3.03. Representations, Warranties and Covenants	14
Section 3.04. Registration in Nominee Name; Denominations	16
Section 3.05. Voting Rights; Dividends and Interest, Etc.	17
ARTICLE IV SECURITY INTERESTS IN OTHER PERSONAL PROPERTY	19
Section 4.01. Security Interest	19
Section 4.02. Representations and Warranties	22
Section 4.03. Covenants	24
Section 4.04. Other Actions	26
Section 4.05. Covenants Regarding Patent, Trademark and Copyright Collateral	26

Section 4.06.	Intercreditor Relations	28
ARTICLE V REMEDIES		28
Section 5.01.	Remedies Upon Default	28
Section 5.02.	Application of Proceeds	31
Section 5.03.	Securities Act, Etc.	31
ARTICLE VI INDEMNITY, SUBROGATION AND SUBORDINATION		32
Section 6.01.	Indemnity	32
Section 6.02.	Contribution and Subrogation	32
Section 6.03.	Subordination	32
ARTICLE VII MISCELLANEOUS		33
Section 7.01.	Notices	33
Section 7.02.	Security Interest Absolute	33
Section 7.03.	Limitation By Law	34
Section 7.04.	Binding Effect; Several Agreement	34
Section 7.05.	Successors and Assigns	34
Section 7.06.	Collateral Agent's Fees and Expenses; Indemnification	34
Section 7.07.	Collateral Agent Appointed Attorney-in-Fact	34
Section 7.08.	APPLICABLE LAW	35
Section 7.09.	Waivers; Amendment	36
Section 7.10.	WAIVER OF JURY TRIAL	36
Section 7.11.	Severability	36
Section 7.12.	Counterparts	36
Section 7.13.	Headings	37
Section 7.14.	Jurisdiction; Consent to Service of Process	37
Section 7.15.	Termination or Release	37
Section 7.16.	Additional Subsidiaries	38

Schedules

Schedule I	Pledged Stock; Debt Securities
Schedule II	Intellectual Property
Schedule III	Filing Jurisdictions
Schedule IV	Commercial Tort Claims

Exhibits

Exhibit I	Form of Supplement to the Guarantee and Collateral Agreement
Exhibit II	Form of Trademark Security Agreement
Exhibit III	Form of Patent Security Agreement
Exhibit IV	Form of Copyright Security Agreement

ABL GUARANTEE AND COLLATERAL AGREEMENT dated as of May 4, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*Agreement*”), among AMNEAL PHARMACEUTICALS LLC (the “*Borrower*”) and each other party identified as a “Grantor” on the signature pages hereto (together with any other entity that may become a party hereto as a Grantor as provided herein, each a “*Grantor*” and, collectively, the “*Grantors*”), and JPMORGAN CHASE BANK, N.A. (“*JPM*”), as Administrative Agent for the Lenders under the Credit Agreement referred to below (in such capacity, the “*Administrative Agent*”) and as Collateral Agent for the Secured Parties (as defined below) (in such capacity, the “*Collateral Agent*”).

RECITALS

- (1) Reference is made to that certain REVOLVING CREDIT AGREEMENT, dated as of the date hereof (as amended, amended and restated, supplemented, refinanced, replaced, extended or otherwise modified from time to time, the “*Credit Agreement*”), by and among AMNEAL PHARMACEUTICALS LLC, a Delaware limited liability company, the Lenders and other parties that are party thereto from time to time and JPM, as Administrative Agent and as Collateral Agent.
- (2) In consideration of the extensions of credit and other accommodations of the Lenders as set forth in the Credit Agreement and of the Qualified Counterparties as set forth in the Specified Hedge Agreements, each Guarantor has agreed to guarantee the obligations of the Borrower under the Credit Agreement and each Grantor has agreed to secure such Grantor’s obligations under the Loan Documents, in each case as set forth herein.

AGREEMENT

Accordingly, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Credit Agreement.

(a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meanings assigned to them in the Credit Agreement, and the following terms which are defined in the UCC are used herein as so defined (and if defined in more than one article of the UCC have the meaning specified in Article 9 thereof): Accounts, Account Debtor, As-Extracted Collateral, Authenticate, Certificated Security, Chattel Paper, Commodity Account, Commodity Contract, Commodity Intermediary, Deposit Account, Documents, Electronic Chattel Paper, Entitlement Order, Equipment, Farm Products, Financial Asset, Fixtures, Goods, Health-Care Insurance Receivable, Instruments, Inventory, Letter-of-Credit Rights, Manufactured Homes, Money, Payment Intangibles, Securities Account, Securities Intermediary, Security, Security Entitlement, Supporting Obligations, Tangible Chattel Paper and Uncertificated Security.

(b) The rules of construction specified in Sections 1.02 through 1.09 of the Credit Agreement also apply, *mutatis mutandis*, to this Agreement.

Section 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“ *Administrative Agent* ” has the meaning assigned to such term in the introductory paragraph to this Agreement.

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

“ *Article 9 Collateral* ” has the meaning assigned to such term in Section 4.01(1).

“ *Collateral* ” means the collective reference to Article 9 Collateral and Pledged Collateral.

“ *Collateral Agent* ” has the meaning assigned to such term in the introductory paragraph to this Agreement.

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

“ *Control* ” has the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

“ *Control Agreement* ” means a deposit account control agreement, a securities account control agreement or a commodity account control agreement, as applicable, which provides the Collateral Agent with Control of any such accounts, in form and substance reasonably satisfactory to the Collateral Agent.

“ *Copyright License* ” means any written agreement, now or hereafter in effect, granting any right to any Grantor under any Copyright now or hereafter owned by any third party, and all rights of any Grantor under any such agreement (including any such rights that such Grantor has the right to license).

“ *Copyrights* ” means all of the following which any Grantor now or hereafter owns or in which any Grantor now or hereafter has an interest (pursuant to a Copyright License or otherwise):

- (1) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise;
- (2) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, supplemental registrations and pending applications for registration in the United States Copyright Office and the right to obtain all renewals thereof, including those listed on Schedule II;

-
- (3) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
 - (4) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

“ **Credit Agreement** ” has the meaning assigned to such term in the recitals to this Agreement.

“ **Discharge of Term Loan Claims** ” has the meaning assigned to such term in the Closing Date Intercreditor Agreement.

“ **Excluded Assets** ” means all of the following, whether now owned or hereafter acquired:

- (1) any Excluded Equity Interests;
- (2) any Real Property interests (but, for the avoidance of doubt, excluding Fixtures to the extent a security interest in such Fixtures can be perfected by the filing of a Uniform Commercial Code financing statement in the office of the secretary of state (or similar central filing office) in the jurisdiction of organization of the applicable Grantor);
- (3) any particular asset if the pledge thereof or the security interest therein would result in material adverse tax consequences, as reasonably determined by the Borrower in consultation with the Administrative Agent;
- (4) any particular asset if and to the extent that a security interest therein (a) is prohibited by or in violation of any applicable law, rule or regulation or (b) requires consent of any Governmental Authority that has not been obtained;
- (5) any (a) As-Extracted Collateral, (b) timber to be cut, (c) Farm Products, (d) Manufactured Homes and (e) Health-Care Insurance Receivables (but only to the extent such Health-Care Insurance Receivables are (i) Medicare or Medicaid receivables or other governmental third party payor receivables, (ii) not perfected by the filing of a Uniform Commercial Code financing statement in the office of the secretary of state (or similar central filing office) in the jurisdiction of organization of the applicable Grantor) or (iii) as otherwise agreed by the Borrower and the Administrative Agent);
- (6) any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act;
- (7) any Excluded Accounts;
- (8) any assets owned directly or indirectly by a non-U.S. Subsidiary or a FSHCO;

-
- (9) any motor vehicles, airplanes and any other assets subject to certificates of title or similar certificates of ownership;
 - (10) [reserved];
 - (11) any lease, license, franchise, charter, contract or agreement, together with any rights or interest thereunder, in each case, if and to the extent a security interest therein granted to the Collateral Agent is prohibited by or in violation of a term, provision or condition of any such lease, license, franchise, charter, contract or agreement, or would result in the abandonment, invalidation or unenforceability thereof or create a right of termination in favor of or require the consent, approval, license or authorization of any third party (other than the Borrower or any Subsidiary) thereto, except, in each case, to the extent that such prohibition or restriction would be rendered ineffective under the UCC or other applicable Law; provided, that the exclusions referred to in clause (11) of this definition shall not include any Proceeds or receivables of any such asset, lease, license, franchise, charter, contract or agreement, the assignment of which is expressly deemed effective under the UCC or other similar applicable law notwithstanding such prohibition or restriction (unless such Proceeds or receivables would otherwise constitute Excluded Assets);
 - (12) any Commercial Tort Claim with a value not in excess of \$15 million, as determined in good faith by the Borrower;
 - (13) any assets to the extent the cost, burden, difficulty or consequence of obtaining, maintaining or perfecting a security interest therein exceeds the fair market value thereof or the practical benefit to the Secured Parties of the security afforded (or proposed to be afforded) thereby as reasonably determined by the Administrative Agent in consultation with the Borrower;
 - (14) (a) any assets and proceeds thereof subject to a Lien permitted under Section 6.02(3) of the Credit Agreement to the extent that the documents providing for the Indebtedness secured by such Liens do not permit such assets and proceeds thereof to be pledged to the Collateral Agent or would require a third party consent or (b) any assets subject to a Lien permitted by Section 6.02(7) so long as the documents providing for such Lien do not permit such assets to be pledged to the Collateral Agent; or
 - (15) without duplication, any assets to the extent excluded pursuant to Section 5.10(4) of the Credit Agreement.

“ **Excluded Equity Interests** ” means any and all of the following Equity Interests, whether now owned or hereafter acquired:

- (1) any Equity Interests in any Person that is not a direct Wholly Owned Restricted Subsidiary of the Borrower or another Grantor;
- (2) any Equity Interests in any Person (other than a direct or indirect Wholly Owned Subsidiary of the Borrower or another Grantor) in each case to the extent (a) the Organizational Documents or other agreements with respect to such Equity Interests with

other equity holders prohibits or restricts the pledge of such Equity Interests or (b) the pledge of such Equity Interests is otherwise prohibited or restricted by law, any agreement with a third party (other than the Borrower or any of its respective Subsidiaries), would require consent of any Governmental Authority which has not been obtained or would result in a change of control, repurchase obligation or other adverse consequence (in each case, except to the extent that any such prohibition or restriction would be rendered ineffective under the UCC or other applicable Law);

- (3) any Equity Interests in Immaterial Subsidiaries (except to the extent the security interest therein can be perfected by the filing of a Form UCC-1 financing statement in the office of the secretary of state (or similar central filing office) in the jurisdiction of organization of the applicable Grantor), Captive Insurance Subsidiaries, not-for-profit organizations, special purpose entities used for securitization facilities (including Receivables Subsidiaries) and Unrestricted Subsidiaries;
- (4) any Margin Stock;
- (5) any voting Equity Interests of any non-U.S. Subsidiary or any FSHCO in excess of 65% of the issued and outstanding voting Equity Interests of such non-U.S. Subsidiary or FSHCO;
- (6) subject to Section 7.15(4), any Equity Interests to the extent that a pledge of such Equity Interests would give rise to additional subsidiary reporting requirements under Rule 3-10 or Rule 3-16 of Regulation S-X promulgated under the Exchange Act;
- (7) to the extent applicable law requires that a Subsidiary of such Grantor issue directors' qualifying shares, nominee shares or similar shares which are required by applicable law to be held by persons other than the Grantors, such qualifying shares, nominee shares or similar shares held by Persons other than Grantors;
- (8) without duplication, any Equity Interests to the extent excluded pursuant to Section 5.10(4) of the Credit Agreement;
- (9) any Equity Interests to the extent the pledge thereof or a security interest therein would result in material adverse tax consequences or material adverse regulatory consequences, in each case, as reasonably determined by the Borrower in consultation with the Administrative Agent; or
- (10) any Equity Interests to the extent the cost, burden, difficulty or consequence of obtaining, maintaining or perfecting a security interest therein exceeds the fair market value thereof or the practical benefit to the Secured Parties afforded (or proposed to be afforded) thereby as reasonably determined by the Administrative Agent in consultation with the Borrower.

“**Excluded Swap Obligation**” means, with respect to any Guarantor, (a) as it relates to all or a portion of the guarantee of such Guarantor, any Swap Obligation if, and to the extent that, 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 such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guarantee of such Guarantor becomes effective with respect to such Swap Obligation or (b) as it relates to all or a portion of the grant by such Guarantor of a security interest, any Swap Obligation if, and to the extent that, such Swap Obligation (or such security interest in respect thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the security interest of such Guarantor becomes effective with respect to such Swap Obligation. 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.

"**Federal Securities Laws**" has the meaning assigned to such term in Section 5.03.

"**Grantor**" and "**Grantors**" have the meanings assigned to such terms in the introductory paragraph to this Agreement.

"**Intellectual Property**" means all intellectual property of every kind and nature that any Grantor now or hereafter owns or in which any Grantor now or hereafter has an interest, including inventions, designs, Patents, Copyrights, Trademarks, trade secrets, domain names, confidential or proprietary technical and business information or know-how.

"**Intellectual Property Collateral**" has the meaning assigned to such term in Section 4.02(7).

"**Intellectual Property Security Agreement**" means a Trademark Security Agreement in substantially the form of Exhibit II hereto, a Patent Security Agreement in substantially the form of Exhibit III hereto, or a Copyright Security Agreement in substantially the form of Exhibit IV hereto.

"**IP Agreements**" means all material Copyright Licenses, Patent Licenses and Trademark Licenses, and all other agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any material Intellectual Property to which a Grantor, now or hereafter, is a party or a beneficiary, including the agreements set forth on Schedule II hereto.

"**JPM**" has the meaning assigned to such term in the introductory paragraph to this Agreement.

"**Patent License**" means any written agreement, now or hereafter in effect, granting to any Grantor any right to make, use or sell any invention covered by a Patent, now or hereafter owned by any third party (including any such rights that such Grantor has the right to license) and all rights of any Grantor under any such agreement.

“**Patents**” means all of the following which any Grantor now or hereafter owns or in which any Grantor now or hereafter has an interest (pursuant to a Patent License or otherwise):

- (1) all letters patent of the United States or the equivalent thereof in any other country or jurisdiction, including those listed on Schedule II, and all applications for letters patent of the United States or the equivalent thereof in any other country or jurisdiction, including those listed on Schedule II;
- (2) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein;
- (3) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (4) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

“**Pledged Collateral**” has the meaning assigned to such term in Section 3.01(5).

“**Pledged Debt Securities**” has the meaning assigned to such term in Section 3.01(2).

“**Pledged Securities**” means any promissory notes, stock certificates or other certificated securities now or hereafter included in the Pledged Collateral, including all certificates, instruments or other documents representing or evidencing any Pledged Collateral.

“**Pledged Stock**” has the meaning assigned to such term in Section 3.01(1).

“**Secured Obligations**” means the Obligations; *provided* that the Secured Obligations will not include any Excluded Swap Obligations.

“**Secured Parties**” means (a) the Lenders, (b) the Agents, (c) each Issuing Bank, (d) the Cash Management Banks, (e) the Qualified Counterparties, (f) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (g) the successors and permitted assigns of each of the foregoing.

“**Security Interest**” has the meaning assigned to such term in Section 4.01(1).

“**Swap Obligation**” means, 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.

“**Term Loan Collateral Agent**” means JPM, as “Collateral Agent” under the Term Loan Credit Agreement, and any duly appointed successor in such capacity.

“ **Term Loan Priority Collateral** ” has the meaning assigned to such term in the Intercreditor Agreement as in effect on the date hereof.

“ **Trademark License** ” means any written agreement, now or hereafter in effect, granting to any Grantor any right to use any Trademark now or hereafter owned by any third party (including any such rights that such Grantor has the right to license).

“ **Trademarks** ” means all of the following which any Grantor now or hereafter owns or in which any Grantor now or hereafter has an interest (pursuant to a Trademark License or otherwise):

- (1) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule II;
- (2) all goodwill associated therewith or symbolized thereby;
- (3) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (4) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

“ **Uniform Commercial Code** ” or “ **UCC** ” means the Uniform Commercial Code as in effect from time to time in the State of New York; *provided*, *however*, that in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of, or remedies with respect to, any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term “ **Uniform Commercial Code** ” or “ **UCC** ” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions hereof relating to such perfection, priority or remedies.

ARTICLE II

GUARANTEE

Section 2.01. Guarantee. Each Guarantor unconditionally guarantees, jointly with the other Guarantors and severally, to the Collateral Agent for the ratable benefit of the Secured Parties as a primary obligor and not merely as a surety, the due and punctual payment and performance of the Secured Obligations. Each Guarantor further agrees that the Secured Obligations may be extended or renewed, in whole or in part, without notice to or further assent from such Guarantor, and that such Guarantor will remain bound upon its guarantee hereunder notwithstanding any extension or renewal of any Secured Obligation. Each Guarantor waives presentment to, demand of payment from and protest to the Borrower or any other Loan Party of any of the Secured Obligations, and also waives notice of acceptance of its guarantee and notice of protest for nonpayment. The Borrower shall be deemed to be a Guarantor hereunder solely in respect of any Specified Hedge Agreements to which the Borrower is not a party.

Section 2.02. Guarantee of Payment. Each Guarantor further agrees that its guarantee hereunder constitutes a guarantee of payment when due (whether at the stated maturity, by acceleration or otherwise) and not of collection, and waives any right to require that any resort be had by the Collateral Agent or any other Secured Party to any security held for the payment of the Secured Obligations or to any balance of any Deposit Account or credit on the books of the Collateral Agent or any other Secured Party in favor of any Loan Party or any other person.

Section 2.03. No Limitations, Etc.

- (1) Except for termination of a Guarantor's obligations hereunder as expressly provided for in Section 7.15 and except as provided in Section 2.07, the obligations of each Guarantor hereunder will not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and will not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Secured Obligations or otherwise (other than defense of payment or performance of Secured Obligations). Without limiting the generality of the foregoing, except for termination or release of a Guarantor's obligations hereunder in accordance with the terms of Section 7.15 the obligations of each Guarantor hereunder, to the fullest extent permitted by applicable law, will not be discharged or impaired or otherwise affected by, and each Guarantor hereby waives any defense to the enforcement hereof by reason of:
- (a) the failure of the Collateral Agent or any other Secured Party to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of any Loan Document or otherwise;
 - (b) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, any Loan Document or any other agreement, including with respect to any other Guarantor under this Agreement;

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- (c) the failure to perfect any security interest in, or the release of, any of the Collateral held by or on behalf of the Collateral Agent or any other Secured Party for the Secured Obligations;
 - (d) any default, failure or delay, willful or otherwise, in the performance of the Secured Obligations;
 - (e) any illegality, lack of validity or enforceability of any Secured Obligation;
 - (f) any change in the corporate existence, structure or ownership of any Loan Party, or any insolvency, bankruptcy or reorganization of any Loan Party;
 - (g) the existence of any claim, set-off or other rights that the Guarantors may have at any time against the Borrower, the Collateral Agent, any other Secured Party or any other person, whether in connection herewith, the other Loan Documents or any unrelated transactions; *provided* that nothing herein will prevent the assertion of any such claim by separate suit or compulsory counterclaim;
 - (h) any action permitted or authorized hereunder; or
 - (i) any other circumstance (including any statute of limitations) or any act or omission that may in any manner or to any extent vary the risk of any Guarantor or otherwise operate as a defense to, or a legal or equitable discharge of, the Borrower or any Guarantor or any other guarantor or surety (other than the Payment in Full or performance of the Secured Obligations).
- (2) Each Guarantor expressly authorizes the Secured Parties to take and hold security for the payment and performance of the Secured Obligations, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security and direct the order and manner of any sale thereof in their sole discretion or to release, substitute or add any one or more other guarantors or obligors upon or in respect of the Secured Obligations, all without affecting the obligations of any Guarantor hereunder.
- (3) To the fullest extent permitted by applicable law and except for termination or release of a Guarantor's obligations hereunder in accordance with the terms of Section 7.15 hereof, each Guarantor waives any defense based on or arising out of any defense of any other Loan Party or the unenforceability of the Secured Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any other Loan Party, other than, after all Commitments have been terminated, the return of all Letters of Credit (or cash collateralization thereof on terms satisfactory to the applicable Issuing Bank), the Payment in Full or performance of all the Secured Obligations. The Collateral Agent and the other Secured Parties may exercise any right or remedy available to them against any other Loan Party pursuant to this Agreement or the other Loan Documents, without affecting or impairing in any way the liability of any Guarantor hereunder except to the extent that after giving effect thereto there shall have been Payment in Full in respect of all Secured Obligations. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Guarantor against any other Loan Party, as the case may be, or any security.

Section 2.04. Reinstatement. Each Guarantor agrees that its guarantee hereunder will continue to be effective or be reinstated if, at any time, payment, or any part thereof, of any Secured Obligation is rescinded or must otherwise be restored by the Collateral Agent or any other Secured Party upon the bankruptcy or reorganization of the Borrower or any other Loan Party or otherwise.

Section 2.05. Agreement To Pay; Contribution; Subrogation.

- (1) In furtherance of the foregoing and not in limitation of any other right that the Collateral Agent or any other Secured Party has at law or in equity against any Guarantor by virtue hereof, upon the failure of any Loan Party to pay any Secured Obligation when and as the same becomes due and payable, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Guarantor hereby promises to and will pay, or cause to be paid, to the Collateral Agent for distribution to the applicable Secured Parties in cash the amount of such unpaid Secured Obligation.
- (2) Subject to the foregoing clause (1), to the extent that any Guarantor, under this Agreement or the Credit Agreement as a joint and several obligor, repays any of the Secured Obligations constituting Loans or other advances made to or reimbursement obligations owed by another Loan Party under the Credit Agreement (an “*Accommodation Payment*”), then the Guarantor making such Accommodation Payment will be entitled to contribution and indemnification from, and be reimbursed by, each of the other Guarantors in an amount equal to a fraction of such Accommodation Payment, the numerator of which fraction is such other Guarantor’s Allocable Amount and the denominator of which is the sum of the Allocable Amounts of all of the Guarantors; *provided* that such rights of contribution and indemnification will be subordinated to the Payment in Full of the Secured Obligations. As of any date of determination, the “*Allocable Amount*” of each Guarantor will be equal to the maximum amount of liability for Accommodation Payments which could be asserted against such Guarantor hereunder and under the Credit Agreement without:
 - (a) rendering such Guarantor “insolvent” within the meaning of Section 101 (31) of the Bankruptcy Code of the United States, Section 2 of the Uniform Fraudulent Transfer Act (“*UFTA*”) or Section 2 of the Uniform Fraudulent Conveyance Act (“*UFCA*”);
 - (b) leaving such Guarantor with unreasonably small capital or assets, within the meaning of Section 548 of the Bankruptcy Code of the United States, Section 4 of the UFTA, or Section 5 of the UFCA;
 - (c) leaving such Guarantor unable to pay its debts as they become due within the meaning of Section 548 of the Bankruptcy Code of the United States or Section 4 of the UFTA, or Section 5 of the UFCA; or

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- (d) otherwise rendering such Guarantor's obligation under Section 2 of this Agreement void or voidable under any federal, state or foreign bankruptcy, insolvency, receivership or similar law.

Upon payment by any Guarantor of any sums to the Collateral Agent as provided above, all rights of such Guarantor against the Borrower, any other Loan Party or any other Guarantor arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise will in all respects be subject to Article VI.

Section 2.06. Information. Each Guarantor assumes all responsibility for being and keeping itself informed of the financial condition and assets of the Borrower and each other Loan Party, and of all other circumstances bearing upon the risk of nonpayment of the Secured Obligations and the nature, scope and extent of the risks that such Guarantor assumes and incurs hereunder, and agrees that no Agent nor any other Secured Party will have any duty to advise such Guarantor of information known to it or any of them regarding such circumstances or risks.

Section 2.07. Maximum Liability. Each Guarantor and, by its acceptance of this guarantee, each Agent and each other Secured Party hereby confirms that it is the intention of all such persons that this guarantee and the Secured Obligations of each Guarantor hereunder not constitute a fraudulent transfer or conveyance for purposes of the U.S. Bankruptcy Code or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to this guarantee and the Secured Obligations of each Guarantor hereunder. To effectuate the foregoing intention, the Secured Parties and the Guarantors hereby irrevocably agree that the Secured Obligations of the Guarantors under this guarantee at any time are limited to the maximum amount as will result in the Secured Obligations of such Guarantor under this guarantee not constituting a fraudulent transfer or conveyance.

ARTICLE III

PLEDGE OF SECURITIES

Section 3.01. Pledge. As security for the payment or performance, as the case may be, in full of its Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under:

- (1) the Equity Interests (a) directly owned by such Grantor as of the Closing Date (including those Equity Interests listed on Schedule I) and (b) obtained by such Grantor after the Closing Date and, in each case, the certificates representing all such Equity Interests, in each case, other than any Excluded Assets (the Equity Interests described in the foregoing clauses (a) and (b), collectively, but excluding any Excluded Assets, the "**Pledged Stock**");

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- (2) the promissory notes and any instruments evidencing Indebtedness (a) owned by such Grantor as of the Closing Date (including those promissory notes and any instruments evidencing Indebtedness listed on Schedule I) and (b) issued to such Grantor after the Closing Date and having an aggregate principal amount in excess of \$15 million, in each case, other than any Excluded Assets (the instruments described in the foregoing clauses (a) and (b), collectively, but excluding any Excluded Assets, the “*Pledged Debt Securities*”);

in each case, including all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all Pledged Debt Securities (except to the extent constituting an Excluded Asset or otherwise excluded from the Collateral pursuant to this Agreement);

- (3) subject to Section 3.05 hereof, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other proceeds received in respect of, the securities referred to in the foregoing clauses (1) and (2);
- (4) subject to Section 3.05 hereof, all rights and privileges of such Grantor with respect to the securities and other property referred to in the foregoing clauses (1), (2) and (3) above; and
- (5) all proceeds of any of the foregoing items referred to in clauses (1) through (4) above, but excluding any Excluded Assets (the items referred to in clauses (1) through (5) of this Section 3.02, collectively, the “*Pledged Collateral*”).

Notwithstanding anything to the contrary in this Agreement or any other Security Document, no representation, warranty, covenant or any other provision in this Agreement or any other Security Document will apply to and none of the Pledged Stock, Pledged Debt Securities or Pledged Collateral will include nor will the security interests granted hereunder attach to any Excluded Asset.

TO HAVE AND TO HOLD the Pledged Collateral, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto (in each case other than any Excluded Assets), unto the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, forever, subject, however, to the terms, covenants and conditions hereinafter set forth and in each case subject to the Credit Agreement.

Section 3.02. Delivery of the Pledged Collateral.

- (1) Subject to any applicable Intercreditor Agreement(s), each Grantor agrees, within the time periods required hereunder or under the Credit Agreement (as applicable) (or at such later date as any Agent may agree, in its sole discretion) to deliver or cause to be delivered to the Collateral Agent, for the ratable benefit of the Secured Parties, any and all Pledged Securities to the extent such Pledged Securities, in the case of promissory notes or other instruments, are required to be delivered pursuant to paragraph (2) of this Section 3.02.

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- (2) Subject to any applicable Intercreditor Agreement(s), each Grantor will use its commercially reasonable efforts to cause any Indebtedness for borrowed money that would otherwise constitute Pledge Collateral if in the form of a promissory note and having an aggregate principal amount in excess of \$15 million owed to such Grantor by any Person to be evidenced by a duly executed promissory note that is pledged and delivered (within 60 days (or such longer period as any Agent may agree, in its sole discretion) at the time of delivery of the next Required Financial Statements after receipt thereof), to the Collateral Agent, for the ratable benefit of the Secured Parties, pursuant to the terms hereof; *provided* that the foregoing requirement will not apply to (a) instruments, notes and debt securities that are promptly deposited into an investment or securities account or (b) checks received in the ordinary course of business. To the extent any such promissory note is a demand note, each Grantor party thereto agrees, if requested in writing by the Collateral Agent, to immediately demand payment thereunder upon an Event of Default unless such demand would not be commercially reasonable or would otherwise expose such Grantor to liability to the maker.
 - (3) Upon delivery to the Collateral Agent, (a) any Pledged Securities required to be delivered pursuant to the foregoing paragraphs (1) and (2) of this Section 3.02 will be accompanied by stock powers or note powers, as applicable, duly executed in blank or other instruments of transfer reasonably satisfactory to the Collateral Agent and (b) all other property composing part of the Pledged Collateral delivered pursuant to the terms of this Agreement will be accompanied, to the extent necessary to perfect the security interest in or allow realization on the Pledged Collateral, by proper instruments of assignment duly executed by the applicable Grantor as the Collateral Agent may reasonably request. Each delivery of Pledged Securities will be accompanied by a schedule describing the securities, which schedule will be attached hereto as Schedule I (or a supplement to Schedule I, as applicable) and made a part hereof; *provided* that failure to attach any such schedule hereto will not affect the validity of such pledge of such Pledged Securities. Each schedule so delivered will supplement any prior schedules so delivered.
 - (4) Notwithstanding anything to the contrary in this Agreement or any other Loan Document, no Grantor will be required to take any action under the laws of any jurisdiction other than the United States (or any political subdivision thereof) and its territories and possessions for the purpose of creating, perfecting or making enforceable the Security Interest in any Pledged Collateral of such Grantor and no security agreements or pledge agreements governed under the laws of any non-U.S. jurisdiction will be required.

Section 3.03. Representations, Warranties and Covenants. Each Grantor represents and warrants (but solely to the extent (and at the times) required by the Credit Agreement) and covenants to and with the Collateral Agent, for the ratable benefit of the Secured Parties that:

- (1) Schedule I correctly sets forth, as of the Closing Date, (a) all of the Pledged Stock owned by such Grantor on the Closing Date and the percentage of the issued and outstanding shares of each class of the Equity Interests of the issuer thereof represented by such Pledged Stock and (b) all of the Pledged Debt Securities owned by such Grantor on the Closing Date;

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- (2) the Pledged Stock and Pledged Debt Securities (solely with respect to Pledged Debt Securities issued by a Person that is not a Subsidiary of any Grantor, to the best of each Grantor's knowledge) have been duly and validly authorized and issued by the issuers thereof and (a) in the case of Pledged Stock, are fully paid and non-assessable (to the extent such concepts are applicable to such Pledged Stock and other than with respect to Pledged Stock consisting of membership interests of limited liability companies to the extent provided in Sections 18-502 and 18-607 of the Delaware Limited Liability Company Act) and (b) in the case of Pledged Debt Securities (solely with respect to Pledged Debt Securities issued by a Person that is not a Subsidiary of any Grantor, to the best of each Grantor's knowledge) are legal, valid and binding obligations of the issuers thereof, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding at law or in equity) and an implied covenant of good faith and fair dealing;
- (3) except for the security interests granted hereunder, each Grantor:
- (a) is and, subject to any transfers made in compliance with the Credit Agreement, will continue to be the direct owner, beneficially and of record, of the Pledged Securities indicated on Schedule I as owned by such Grantor;
 - (b) holds the same free and clear of all Liens, other than Permitted Liens;
 - (c) will make no assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien on, the Pledged Collateral, other than pursuant to a transaction permitted by the Credit Agreement and other than Permitted Liens; and
 - (d) subject to the rights of such Grantor under the Loan Documents to dispose of Pledged Collateral, will use commercially reasonable efforts to defend its title or interest hereto or therein against any and all Liens (other than Permitted Liens), however arising, of all persons;
- (4) other than as set forth in the Credit Agreement or the schedules thereto, and except for restrictions and limitations imposed by the Loan Documents or securities laws generally or otherwise permitted to exist pursuant to the terms of the Credit Agreement, the Pledged Stock (other than Pledged Stock that is partnership interests) is and will continue to be freely transferable and assignable, and, except for limitations existing on the Closing Date (or the date of acquisition thereof, as applicable) in the articles or certificate of incorporation, bylaws or other organizational documents of any Subsidiary that is not a wholly owned Subsidiary, none of the Pledged Stock is or will be subject to any option, right of first refusal, shareholders agreement, charter or by-law provisions or contractual restriction of any nature that might reasonably be expected to prohibit, impair, delay or otherwise affect, in any material respect, the pledge of such Pledged Stock hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Collateral Agent of rights and remedies hereunder;

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- (5) each Grantor has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated;
 - (6) other than as set forth in the Credit Agreement or the schedules thereto, no consent or approval of any Governmental Authority, any securities exchange or any other Person was or is necessary to the validity of the pledge effected hereby (other than such as have been obtained and are in full force and effect);
 - (7) as of the Closing Date, this Agreement is effective to create in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) a legal, valid and enforceable security interest in the Pledged Collateral described herein and proceeds thereof;
 - (8) Each Grantor acknowledges and agrees that, to the extent any interest in any limited liability company or limited partnership controlled by any Grantor and pledged under Section 3.01 is a “security” within the meaning of Article 8 of the UCC and is governed by Article 8 of the UCC, such interest shall be represented by a certificate. Each Grantor further acknowledges and agrees that with respect to any interest in any limited liability company or limited partnership Controlled on or after the Closing Date by such Grantor and pledged hereunder that is not a “security” within the meaning of Article 8 of the UCC, such Grantor shall at no time elect to treat any such interest as a “security” within the meaning of Article 8 of the UCC, nor shall such interest be represented by a certificate, unless such election and such interest is thereafter represented by a certificate that, subject to any applicable Intercreditor Agreement(s), within 60 days after such election (or at such later date as the Administrative Agent may agree), is delivered to the Collateral Agent pursuant to the terms hereof; and
 - (9) Notwithstanding anything to the contrary in any Loan Document, to the extent any provision of this Agreement or the Credit Agreement excludes any assets from the scope of the Pledged Collateral, or from any requirement to take any action to perfect or maintain any security interest (or the priority thereof) in favor of the Collateral Agent in the Pledged Collateral, the representations, warranties and covenants made by any Grantor in this Agreement with respect to the creation, perfection or priority (as applicable) of the security interest granted in favor of the Collateral Agent (including Section 3.02) shall be deemed not to apply to such excluded assets.

Section 3.04. Registration in Nominee Name; Denominations. To the extent required to be delivered to the Collateral Agent in accordance with the terms of this Agreement, the Collateral Agent (or a designated bailee, in accordance with the applicable Intercreditor Agreement(s)), on behalf of the Secured Parties, has the right (in its sole and absolute discretion), subject to the applicable Intercreditor Agreement(s), to hold the Pledged Securities in the name of the applicable Grantor, endorsed or assigned in blank or in favor of the Collateral Agent (or a designated bailee, in accordance with the applicable Intercreditor Agreement(s)) or, if an Event of Default shall have occurred and is continuing, in its own name as pledgee or the name of its nominee (as pledgee or as sub-agent). If an Event of Default shall have occurred and is

continuing, the Collateral Agent (or a designated bailee, in accordance with the applicable Intercreditor Agreement(s)) will have the right to exchange the certificates representing Pledged Securities for certificates of smaller or larger denominations for any purpose consistent with this Agreement.

Section 3.05. Voting Rights; Dividends and Interest, Etc.

- (1) Unless and until an Event of Default has occurred and is continuing and the Collateral Agent has given prior written notice to the Borrower of the Collateral Agent's intention to exercise its rights hereunder:
- (a) each Grantor will be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Collateral or any part thereof for any purpose consistent with the terms of this Agreement, the Credit Agreement and the other Loan Documents; *provided that*, except as permitted under the Credit Agreement, such rights and powers will not be exercised in any manner that could materially and adversely affect the rights inuring to a holder of any Pledged Collateral, the rights and remedies of any of the Collateral Agent or the other Secured Parties under this Agreement, the Credit Agreement or any other Loan Document or the ability of the Secured Parties to exercise the same;
 - (b) the Collateral Agent will promptly execute and deliver to each Grantor, or cause to be executed and delivered to such Grantor, all such proxies, powers of attorney and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to subparagraph (a) above; and
 - (c) each Grantor will be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Collateral to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and otherwise paid or distributed in accordance with, the terms and conditions of the Credit Agreement and applicable laws; *provided that* (i) any noncash dividends, interest, principal or other distributions, payments or other consideration in respect thereof, including any rights to receive the same to the extent not so distributed or paid, that would constitute Pledged Securities, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests of the issuer of any Pledged Securities, received in exchange for Pledged Securities or any part thereof, or in redemption thereof, as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise and (ii) any noncash dividends and other distributions paid or payable in respect of any Pledged Securities that would constitute Pledged Securities in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid in surplus, in each case that does not constitute an Excluded Asset, will be and become part of the Pledged Collateral, and, if received by any Grantor will be held in trust for the benefit of the Collateral

Agent, for the ratable benefit of the Secured Parties, and (if applicable) will be promptly (and in any event within 60 days (or such longer period as the Term Loan Collateral Agent may agree, in its sole discretion)) delivered to the Collateral Agent, for the ratable benefit of the Secured Parties, in the same form as so received (endorsed in a manner reasonably satisfactory to the Collateral Agent).

- (2) If an Event of Default has occurred and is continuing and after prior written notice by the Collateral Agent to the Borrower of the Collateral Agent's intention to exercise its rights hereunder, all rights of any Grantor to dividends, interest, principal or other distributions that such Grantor is authorized to receive pursuant to paragraph (1)(c) of this Section 3.05 will cease, and all such rights will thereupon become vested, for the ratable benefit of the Secured Parties, in the Collateral Agent (or a designated bailee, in accordance with the applicable Intercreditor Agreement(s)), which will have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions; *provided, however*, that even if an Event of Default has occurred and is continuing, any Grantor may continue to receive dividends and distributions solely to the extent permitted under subclause (8)(a), subclause (8)(b), subclause (8)(c), subclause (8)(d) and subclause (8)(e) of Section 6.07 of the Credit Agreement.
- (3) All dividends, interest, principal or other distributions received by any Grantor contrary to the provisions of this Section 3.05 will be held in trust for the benefit of the Collateral Agent, for the ratable benefit of the Secured Parties, and will be (within 60 days (or such longer period as the Term Loan Collateral Agent may agree, in its sole discretion) after receipt thereof) delivered to the Collateral Agent (or a designated bailee, in accordance with the applicable Intercreditor Agreement(s)), for the ratable benefit of the Secured Parties, in the same form as so received (endorsed in a manner reasonably satisfactory to the Collateral Agent). Any and all money and other property paid over to or received by the Collateral Agent (or a designated bailee, in accordance with the applicable Intercreditor Agreement(s)) pursuant to the provisions of this paragraph (3) subject to any applicable Intercreditor Agreement(s) will be retained by the Collateral Agent (or a designated bailee, in accordance with the applicable Intercreditor Agreement(s)) in an account to be established by the Collateral Agent (or a designated bailee, in accordance with the applicable Intercreditor Agreement(s)) upon receipt of such money or other property and will be applied in accordance with Section 5.02 hereof. After all such Events of Default have been cured or waived, the Collateral Agent will promptly repay to each Grantor (without interest) all dividends, interest, principal or other distributions that such Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (1)(c) of this Section 3.05 and that remain in such account.
- (4) If an Event of Default has occurred and is continuing and after the Collateral Agent shall have given prior written notice to the Borrower of the Collateral Agent's intention to exercise its rights hereunder, all rights of any Grantor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to paragraph (1)(a) of this Section 3.05, and the obligations of the Collateral Agent under paragraph (1)(b) of this Section 3.05, will cease, and all such rights will thereupon become vested in the Collateral Agent, for the ratable benefit of the Secured Parties, which will have the sole

and exclusive right and authority to exercise such voting and consensual rights and powers (subject to any applicable Intercreditor Agreement(s)); *provided* that unless otherwise directed by the Required Lenders, the Collateral Agent will have the right from time to time after an Event of Default has occurred and is continuing to permit the Grantors to exercise such rights.

- (5) After all such Events of Default have been cured or waived, each Grantor will have (i) the right to exercise the voting and/or consensual rights and powers that such Grantor would otherwise be entitled to exercise pursuant to the terms of paragraph (1)(a) above and (ii) the right to receive and retain the distributions that such Grantor would otherwise be entitled to receive and retain pursuant to the terms of paragraph 1(c) above.

ARTICLE IV

SECURITY INTERESTS IN OTHER PERSONAL PROPERTY

Section 4.01. Security Interest.

- (1) As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Article 9 Collateral**”):
- (a) all Accounts;
 - (b) all Chattel Paper;
 - (c) all cash, Money and Deposit Accounts;
 - (d) all Documents;
 - (e) all Equipment;
 - (f) all General Intangibles;
 - (g) all Instruments;
 - (h) all Inventory;
 - (i) all Investment Property;
 - (j) all Letter-of-Credit Rights;

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- (k) all Intellectual Property;
 - (l) all Commercial Tort Claims, including those described on Schedule IV hereto;
 - (m) each of the following:
 - (i) Securities Accounts;
 - (ii) Investment Property credited to Securities Accounts from time to time and all Security Entitlements in respect thereof; and
 - (iii) all cash held in any Securities Account or Deposit Account;
 - (n) all books and Records pertaining to the Article 9 Collateral; and
 - (o) all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing.

Notwithstanding anything to the contrary in this Agreement or any other Loan Document, (i) the Article 9 Collateral will not include any Pledged Collateral and (ii) the Article 9 Collateral (and any components comprising thereof) will not include, this Agreement will not constitute a grant of a security interest in, the security interest granted hereunder will not attach to and no representation, warranty, covenant or any other provision contained in this Agreement or any other Security Document shall apply to, any Excluded Asset.

- (2) Subject to the limitations set forth in Section 4.01(6), each Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction any financing statements with respect to the Collateral (including all Article 9 Collateral consisting of Pledged Collateral) or any part thereof and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including:
 - (a) whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor; and
 - (b) a description of collateral that describes such property in any manner as the Collateral Agent may reasonably determine is necessary to ensure the perfection of the security interest in the Collateral granted under this Agreement, including describing such property as “all assets”, whether now owned or hereafter acquired, or words of similar effect.

Each Grantor agrees to provide such information to the Collateral Agent promptly upon reasonable written request.

- (3) The Collateral Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office) such documents as may be reasonably necessary for the purpose of perfecting, continuing, enforcing or protecting the Security Interest granted in Intellectual Property by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.
- (4) Notwithstanding anything to the contrary in this Agreement or any other Loan Document, no Grantor shall be required to take any action under the laws of any jurisdiction other than the United States (or any political subdivision thereof) and its territories and possessions for the purpose of perfecting the Security Interest in any Article 9 Collateral of such Grantor.
- (5) The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Article 9 Collateral.
- (6) Notwithstanding anything to the contrary in any Loan Document, no Grantor will be required:
 - (a) to take, or cause to be taken, any actions to perfect the Security Interest by any means other than (to the extent reasonably applicable):
 - (i) filings pursuant to the Uniform Commercial Code in the office of the Secretary of State (or equivalent central filing office) in the jurisdiction of organization of such Grantor;
 - (ii) filings in the United States Patent and Trademark Office and the United States Copyright Office of an Intellectual Property Security Agreement;
 - (iii) subject to any applicable Intercreditor Agreement(s), delivery of Collateral consisting of instruments, notes and debt securities in a principal amount in excess of \$15 million to the extent required under Section 3.02;
 - (iv) subject to any applicable Intercreditor Agreement(s), delivery of Collateral consisting of certificated Equity Interests to the extent required under Section 3.02;
 - (b) except as required under Section 5.11 of the Credit Agreement, to enter, or cause to be entered, any control agreements or similar arrangements with the Collateral Agent or the Administrative Agent with respect to any Deposit Accounts, Securities Accounts, Commodities Accounts or other Collateral that requires perfection by Control; or
 - (c) to take any actions with respect to assets located outside of the United States or in any non-United States jurisdiction or required by the laws of any non-United States jurisdiction to create, maintain or perfect any security interests in any such assets (it being understood that there shall be no security agreements or pledge agreements governed under the laws of any non-U.S. jurisdiction);

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- (d) to deliver any landlord lien waivers, estoppels or collateral access letters; or
 - (e) to take any perfection action with respect to motor vehicles and other assets subject to certificates of title or Letter-of-Credit Rights other than the filing of Uniform Commercial Code financing statements in the office of the secretary of state (or similar central filing office) in the jurisdiction of organization of the applicable Grantor.
- (7) Notwithstanding anything to the contrary in any Loan Document, to the extent any provision of this Agreement or the Credit Agreement excludes any assets from the scope of the Article 9 Collateral, or from any requirement to take any action to perfect or maintain any security interest (or the priority thereof) in favor of the Collateral Agent in the Article 9 Collateral, the representations, warranties and covenants made by any Grantor in this Agreement with respect to the creation, perfection or priority (as applicable) of the security interest granted in favor of the Collateral Agent (including Section 4.01) shall be deemed not to apply to such excluded assets.

Section 4.02. Representations and Warranties. Each Grantor represents and warrants (but solely to the extent (and at the times) required by the Credit Agreement) to the Collateral Agent and the Secured Parties that:

- (1) Each Grantor has good and valid rights in and title to the Article 9 Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Article 9 Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained and is in full force and effect or has otherwise been disclosed herein or in the Credit Agreement.
- (2) The Uniform Commercial Code financing statements containing a description of the Article 9 Collateral that have been prepared by the Collateral Agent for filing in the office specified in Schedule III constitute all the filings, recordings and registrations (except as set forth in the following clause (3)) that are, as of the Closing Date, necessary to publish notice of, protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Article 9 Collateral in which the Security Interest may be perfected by filing of Uniform Commercial Code financing statements in the office of the Secretary of State (or equivalent central filing office) of the applicable jurisdiction.
- (3) Each Grantor represents and warrants that a fully executed Intellectual Property Security Agreement containing a description of all Article 9 Collateral existing on the Closing Date and consisting of material Intellectual Property owned by such Grantor with respect to United States Patents (and Patents for which United States applications are pending), United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights (and Copyrights for which United States registration applications are pending) was delivered on the Closing Date to the Collateral Agent for recording with the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable.

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- (4) The Security Interest constitutes (a) a legal and valid security interest in all the Article 9 Collateral securing the payment and performance of the Secured Obligations; (b) subject to the filings described in Section 4.02(2), a perfected security interest in all Article 9 Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code in the central filing office of such jurisdictions; and (c) subject to the filings described in Section 4.02(3), a security interest that shall be perfected in all Intellectual Property in which a security interest may be perfected upon the receipt and recording of an Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. Subject to Section 4.01(6), the Security Interest is and shall be prior to any other Lien on any of the Article 9 Collateral, subject to Permitted Liens.
- (5) The Article 9 Collateral is owned by the Grantors free and clear of any Lien, other than Permitted Liens. None of the Grantors has filed or consented to the filing after the Closing Date of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Article 9 Collateral; (b) any assignment in which any Grantor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with the United States Patent and Trademark Office or the United States Copyright Office; or (c) any assignment in which any Grantor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Permitted Liens or in connection with any permitted disposition thereof in accordance with the terms of the Credit Agreement.
- (6) None of the Grantors holds any Commercial Tort Claim individually in excess of \$15 million as of the Closing Date except as indicated on Schedule IV.
- (7) As to itself and its Article 9 Collateral consisting of material Intellectual Property owned by each Grantor with respect to the United States (the “**Intellectual Property Collateral**”), to each Grantor’s knowledge, as of the Closing Date:
- (a) The Intellectual Property Collateral set forth on Schedule II includes all of the material Patents, Trademarks and Copyrights owned by such Grantor as of the date hereof;
- (b) The Intellectual Property Collateral owned by such Grantors has not been adjudged invalid or unenforceable in whole or part (except for office actions issued in the ordinary course by the United States Patent and Trademark Office or in any similar office in any foreign jurisdiction), and is valid and enforceable, except as would not reasonably be expected to have a Material Adverse Effect. Such Grantor is not aware of any uses of any item of Intellectual Property Collateral that would be expected to lead to such item becoming invalid or unenforceable, except as would not reasonably be expected to have a Material Adverse Effect;

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- (c) Such Grantor has made or performed in the ordinary course of Grantor's business, acts, including filings, recordings and payment of all required fees and taxes, required to maintain and protect its interest in each and every item of Intellectual Property Collateral owned by such Grantor in full force and effect in the United States, and such Grantor has used proper statutory notice in connection with its use of each Patent, Trademark and Copyright owned by such Grantor in the Intellectual Property Collateral, in each case, except to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect;
 - (d) With respect to each IP Agreement, the absence, termination, cancellation, breach or violation of which would reasonably be expected to have a Material Adverse Effect: (A) such Grantor has not received any notice of termination or cancellation under such IP Agreement; (B) such Grantor has not received any notice of a breach or default under such IP Agreement, which breach or default has not been cured or waived; and (C) neither such Grantor nor, to the knowledge of Grantor, any other party to such IP Agreement is in breach or default thereof in any material respect, and no event has occurred that, with notice or lapse of time or both, would constitute such a breach or default or permit termination, modification or acceleration under such IP Agreement.
 - (e) Except as would not reasonably be expected to have a Material Adverse Effect, no Grantor or Intellectual Property Collateral owned by such Grantor is subject to any outstanding consent, settlement, decree, order, injunction, judgment or ruling restricting the use of any Intellectual Property Collateral owned by such Grantor or that would impair the validity or enforceability of such Intellectual Property Collateral owned by such Grantor.

Section 4.03. Covenants.

- (1) Each Grantor agrees to comply with Section 5.10(3) of the Credit Agreement, subject, for the avoidance of doubt, to Section 5.10(4) of the Credit Agreement.
- (2) Subject to the rights of such Grantor under the Loan Documents to dispose of Collateral and except as would otherwise be permitted by the Credit Agreement, each Grantor will, at its own expense, use commercially reasonable efforts to defend title to the Article 9 Collateral against all persons and to defend the Security Interest of the Collateral Agent, for the ratable benefit of the Secured Parties, in the Article 9 Collateral and the priority thereof against any Lien that is not a Permitted Lien.

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- (3) Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement and the granting of the Security Interest and the filing of any financing statements or other documents in connection herewith or therewith.
 - (4) [Reserved].
 - (5) After an Event of Default has occurred and is continuing, and in consultation with the Borrower, the Collateral Agent will have the right to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Article 9 Collateral, including, in the case of Accounts or Article 9 Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Article 9 Collateral for the purpose of making such a verification. The Collateral Agent shall have the right to share any information it gains from such inspection or verification with any Secured Party.
 - (6) None of the Grantors will, without the Collateral Agent's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned), grant any extension of the time of payment of any Accounts included in the Article 9 Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, in each case, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business or consistent with prudent business practices or as otherwise permitted under the Credit Agreement.
 - (7) At its option, after an Event of Default has occurred and is continuing, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Article 9 Collateral and not a Permitted Lien, and may pay for the maintenance and preservation of the Article 9 Collateral, in each case, to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any reasonable payment made or any reasonable expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 4.03(7) will excuse any Grantor from the performance of, or impose any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.
 - (8) Each Grantor (rather than the Collateral Agent or any Secured Party) will remain liable for the observance and performance of all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Article 9 Collateral.
 - (9) Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent for such purpose) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, after an Event

of Default has occurred for so long as it is continuing, of making, settling and adjusting claims in respect of Article 9 Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto.

- (10) In the event that any Grantor at any time or times fails to obtain or maintain any of the policies of insurance required hereby or under the Credit Agreement or to pay any premium in whole or part relating thereto, the Collateral Agent may, after an Event of Default has occurred for so long as it is continuing, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent reasonably deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.03(10), including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent, in accordance with Section 7.06, and shall be additional Secured Obligations secured hereby.

Section 4.04. Other Actions. In order to further ensure the attachment, perfection and priority of, and the ability of the Collateral Agent to enforce, for the ratable benefit of the Secured Parties, the Collateral Agent's security interest in the Article 9 Collateral, each Grantor agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following Article 9 Collateral:

- (1) Tangible Chattel Paper. Except to the extent otherwise provided in Article III, if any Grantor at any time holds or acquires any Tangible Chattel Paper evidencing an amount in excess of \$15 million, such Grantor will (within 60 days (or such longer period as any Agent may agree, in its sole discretion) after receipt thereof) endorse, assign and deliver the same to the Collateral Agent (or a designated bailee, in accordance with any applicable Intercreditor Agreement(s)), accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time reasonably request.
- (2) Commercial Tort Claims. If any Grantor shall at any time hold or acquire a Commercial Tort Claim in an amount reasonably estimated by the Borrower in good faith to exceed \$15 million, such Grantor shall (within 60 days (or such longer period as any Agent may agree, in its sole discretion) after determination thereof) notify the Collateral Agent thereof in a writing signed by such Grantor, including a summary description of such claim, and grant to the Collateral Agent in writing a security interest therein and in the proceeds thereof, all under the terms and provisions of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Collateral Agent.

Section 4.05. Covenants Regarding Patent, Trademark and Copyright Collateral. Except as permitted by the Credit Agreement or as would not reasonably be expected to result in a Material Adverse Effect:

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- (1) Each Grantor agrees that it will not knowingly do any act or omit to do any act (and will exercise commercially reasonable efforts to contractually prohibit its licensees from doing any act or omitting to do any act) whereby any material Patent owned by such Grantor that is necessary to the normal conduct of such Grantor's business may become prematurely invalidated, abandoned, lapsed or dedicated to the public, and agrees that it will take commercially reasonable steps with respect to any material products covered by any such Patent as necessary to establish and preserve its rights under applicable patent laws.
 - (2) Each Grantor will, and will use its commercially reasonable efforts to contractually require its licensees and its sublicensees to, for each material Trademark owned by such Grantor and necessary to the normal conduct of such Grantor's business:
 - (a) maintain such Trademark in full force free from any adjudication of abandonment or invalidity for non-use;
 - (b) maintain the quality of products and services offered under such Trademark;
 - (c) display such Trademark with notice of federal or foreign registration or claim of trademark or service mark as required under applicable law; and
 - (d) not knowingly use or knowingly permit its licensees' use of such Trademark in violation of any third-party rights.
 - (3) Each Grantor will, and will use its commercially reasonable efforts to cause its licensees and its sublicensees to, for each work covered by a material Copyright owned by such Grantor and necessary to the normal conduct of such Grantor's business and that it publishes, displays and distributes, use a copyright notice as necessary and sufficient to establish and preserve its rights under applicable copyright laws.
 - (4) Each Grantor shall notify the Collateral Agent promptly if it knows that any material Patent, Trademark or Copyright owned by such Grantor and necessary to the normal conduct of such Grantor's business may imminently become abandoned, lapsed or dedicated to the public, or of any materially adverse determination or development, excluding office actions and similar determinations or developments in the United States Patent and Trademark Office, United States Copyright Office, any court, or any similar office of any country, regarding such Grantor's ownership of any such material Patent, Trademark or Copyright or its right to register or maintain the same.
 - (5) Each Grantor, either itself or through any agent, employee, licensee or designee, will, upon the reasonable request of the Collateral Agent, execute and deliver any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in each Patent, Trademark, or Copyright listed in each updated Perfection Certificate (or in any applicable specified information contained in the Perfection Certificate) furnished pursuant to Section 5.04(6) of the Credit Agreement.

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- (6) Each Grantor will exercise its reasonable business judgment consistent with the practice in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office with respect to maintaining and pursuing each application owned by such Grantor relating to any material Patent, Trademark and/or Copyright (and obtaining the relevant grant or registration) necessary to the normal conduct of such Grantor's business and to maintain (a) each such Patent and (b) the registrations of each such Trademark and each such Copyright, including, when applicable and necessary in such Grantor's reasonable business judgment, timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if any Grantor believes necessary in its reasonable business judgment, to initiate opposition, interference and cancellation proceedings against third parties.
- (7) In the event that any Grantor knows or has reason to know that any Article 9 Collateral consisting of a material Patent, Trademark or Copyright necessary to the normal conduct of its business has been materially infringed, misappropriated or diluted by a third party, such Grantor will promptly notify the Collateral Agent and will, if such Grantor deems it necessary in its reasonable business judgment, promptly take actions as are reasonably appropriate under the circumstances.

Section 4.06. Intercreditor Relations. Notwithstanding anything herein to the contrary, (1) the Grantors and the Collateral Agent acknowledge that the exercise of certain of the Collateral Agent's rights and remedies hereunder are subject to the provisions of the Closing Date Intercreditor Agreement and any other applicable Intercreditor Agreement(s) and (2) prior to the Discharge of Term Loan Claims (or such other applicable date), any obligation hereunder to physically deliver any Term Loan Priority Collateral (or other applicable Collateral) to the Collateral Agent shall be deemed satisfied by the delivery to the Term Loan Collateral Agent or other applicable Debt Representative, acting as gratuitous bailee for the Collateral Agent in accordance with the Closing Date Intercreditor Agreement or other applicable Intercreditor Agreement(s). The failure of the Collateral Agent or any other Secured Party to immediately enforce any of its rights and remedies hereunder (as a result of the terms of any applicable Intercreditor Agreement(s) or otherwise) shall not constitute a waiver of any such rights and remedies. In the event of any conflict or inconsistency between the terms of the Closing Date Intercreditor Agreement or any other applicable Intercreditor Agreement(s) and this Agreement, the terms of such Intercreditor Agreement shall govern and control. In the event of any such conflict, each Grantor may act (or omit to act) in accordance with such Intercreditor Agreement and shall not be in breach, violation or default of its obligations hereunder or under any other Loan Document by reason of doing so.

ARTICLE V

REMEDIES

Section 5.01. Remedies Upon Default. If an Event of Default has occurred and is continuing, each Grantor agrees to deliver each item of Collateral to the Collateral Agent (or a designated bailee, in accordance with any applicable Intercreditor Agreement(s)) on demand, and it is agreed that the Collateral Agent shall have the right, subject to applicable law and any applicable Intercreditor Agreement(s), to take any of or all the following actions at the same or

different times: (1) with respect to any Article 9 Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Article 9 Collateral by the applicable Grantors to the Collateral Agent or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or a non-exclusive basis, any such Article 9 Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers thereunder cannot be obtained with the use of commercially reasonable efforts, which each Grantor hereby agrees to use) and (2) to take possession of the Article 9 Collateral and without liability for trespass to the applicable Grantor to enter any premises where the Article 9 Collateral may be located for the purpose of taking possession of, removing or selling the Article 9 Collateral and, generally, to exercise any and all rights afforded to a secured party under the applicable Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing rights and remedies, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law (including the Uniform Commercial Code), to sell or otherwise dispose of all or any part of the Collateral at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized in connection with any sale of a security (if it deems it advisable to do so) pursuant to the foregoing to restrict the prospective bidders or purchasers to persons who represent and agree that they are purchasing such security for their own account, for investment, and not with a view to the distribution or sale thereof. Upon consummation of any such sale of Collateral pursuant to this Section 5.01, the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives and releases (to the extent permitted by law) all rights of redemption, stay, valuation and appraisal that such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the applicable Grantors ten Business Days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the UCC or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. The Collateral, or the portion thereof, to be sold at any such sale may be sold in one lot as an entirety or in separate parcels in the Collateral Agent's own right or by one or more agents and contractors, upon any premises owned, leased, or occupied by any Grantor and the Collateral Agent and any such agent or contractor, in conjunction with any such sale, may augment the Inventory to be sold with other goods (all of which other goods shall remain the sole property of the Collateral Agent or such agent or contractor), all as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or

private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In the case of any sale of all or any part of the Collateral made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in the event that any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in the case of any such failure, such Collateral may be sold again upon notice given in accordance with provisions above. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section 5.01, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all such rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property in accordance with Section 5.02 hereof without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Secured Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 5.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the UCC or its equivalent in other jurisdictions.

Without limiting any other rights of the Collateral Agent under this Agreement, for the purpose of enabling Collateral Agent to exercise rights and remedies under Article V at such time as Collateral Agent shall be lawfully entitled to exercise, after an Event of Default has occurred and is continuing, such rights and remedies, and for no other purpose, each Grantor hereby grants to the Collateral Agent, to the extent licensable, and to the extent not resulting in a material breach, material violation or termination of any Trademark License, a royalty free, non-exclusive, irrevocable license (such license to be effective after an Event of Default has occurred and while it is continuing), to use, apply, and affix any Trademark in which any Grantor now or hereafter has rights, solely in connection with the Collateral Agent's enforcement of rights or remedies hereunder, including in connection with any sale or other disposition of Inventory, provided that such use is consistent with the use of such Trademark employed by the Grantor in the ordinary conduct of such Grantor's business and Grantor shall have rights of quality control and inspection that are reasonably necessary to maintain the validity and enforceability of such Trademarks. As to each Grantor, the license granted hereby shall remain in full force and effect until such Grantor hereunder is released hereunder in accordance with Section 7.15 of this Agreement.

Any exercise of remedies by the Collateral Agent shall be subject to the applicable Intercreditor Agreement(s).

Section 5.02. Application of Proceeds.

- (1) Subject to the terms of any applicable Intercreditor Agreement(s), the Collateral Agent will promptly apply the proceeds, moneys or balances of any collection or sale of Collateral, as well as any Collateral consisting of cash, in the manner specified in the Credit Agreement.
- (2) Notwithstanding anything in this Agreement or any other Loan Document to the contrary, the Collateral Agent will not be required to marshal the Collateral or any guarantee of the Secured Obligations or to resort to the Collateral or any such Guarantee in any particular order.

Section 5.03. Securities Act, Etc. In view of the position of the Grantors in relation to the Pledged Collateral, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar federal statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the “**Federal Securities Laws**”) with respect to any disposition of the Pledged Collateral permitted hereunder. Each Grantor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Collateral Agent if the Collateral Agent were to attempt to dispose of all or any part of the Pledged Collateral, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Collateral could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Collateral Agent in any attempt to dispose of all or part of the Pledged Collateral under applicable Blue Sky or other state securities laws or similar laws analogous in purpose or effect. Each Grantor acknowledges and agrees that in light of such restrictions and limitations, the Collateral Agent, in its sole and absolute discretion, may (1) proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Collateral or part thereof shall have been filed under the Federal Securities Laws or, to the extent applicable, Blue Sky or other state securities laws and (2) approach and negotiate with a single potential purchaser to effect such sale. Each Grantor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Collateral Agent will incur no responsibility or liability for selling all or any part of the Pledged Collateral at a price that the Collateral Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a single purchaser were approached. The provisions of this Section 5.03 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Collateral Agent sells. For avoidance of doubt, no Grantor shall be required hereunder or under any other Loan Document to take or cause the issuer of any Pledged Collateral take any action to register any Pledged Collateral for public sale under the Federal Securities Laws or Blue Sky or other state securities laws.

INDEMNITY, SUBROGATION AND SUBORDINATION

Section 6.01. Indemnity. In addition to all such rights of indemnity and subrogation as the Guarantors may have under applicable law (but subject to Section 6.03 hereof), the Borrower agrees that (a) in the event a payment is made by any Guarantor under this Agreement in respect of any Secured Obligation of the Borrower, the Borrower shall indemnify such Guarantor for the full amount of such payment and such Guarantor shall be subrogated to the rights of the person to whom such payment shall have been made to the extent of such payment and (b) in the event any assets of any Guarantor are sold pursuant to this Agreement or any other Security Document to satisfy in whole or in part a Secured Obligation of the Borrower, the Borrower will indemnify such Guarantor in an amount equal to the greater of the book value or the fair market value of the assets so sold.

Section 6.02. Contribution and Subrogation. Subject to Section 2.07, each Guarantor (a “*Contributing Guarantor*”) agrees (subject to Section 6.03 hereof) that, in the event a payment shall be made by any other Guarantor hereunder in respect of any Secured Obligation or assets of any other Guarantor are sold pursuant to any Security Document to satisfy any Secured Obligation owed to any Secured Party and such other Guarantor (the “*Claiming Guarantor*”) shall not have been fully indemnified by the Borrower as provided in Section 6.01 hereof, the Contributing Guarantor shall indemnify the Claiming Guarantor in an amount equal to the amount of such payment or the greater of the book value or the fair market value of such assets, as applicable, in each case multiplied by a fraction of which the numerator shall be the net worth of such Contributing Guarantor on the date hereof and the denominator will be the aggregate net worth of all the Guarantors on the date hereof (or, in the case of any Guarantor becoming a party hereto pursuant to Section 7.16 hereof, the date of the supplement hereto executed and delivered by such Guarantor). Any Contributing Guarantor making any payment to a Claiming Guarantor pursuant to this Section 6.02 shall be subrogated to the rights of such Claiming Guarantor under Section 6.01 hereof to the extent of such payment.

Section 6.03. Subordination.

- (1) Notwithstanding any provision of this Agreement to the contrary, all rights of the Guarantors under Sections 6.01 and 6.02 hereof and all other rights of indemnity, contribution or subrogation of the Guarantors under applicable law or otherwise will be fully subordinated to the Payment in Full of the Secured Obligations until such time as this Agreement has been terminated in accordance with Section 7.15(1) or, with respect to any such Guarantor, until such Guarantor is released in accordance with Section 7.15(2). No failure on the part of the Borrower or any Guarantor to make the payments required by Sections 6.01 and 6.02 hereof (or any other payments required under applicable law or otherwise) will in any respect limit the obligations and liabilities of the Borrower with respect to the Secured Obligations or any Guarantor with respect to its obligations hereunder.

- (2) The Borrower and each Guarantor hereby agree that all Indebtedness owed by it to the Borrower, any other Guarantor or any Restricted Subsidiary (collectively, the “***Subordinated Creditors***”) will be fully subordinated to the prior Payment in Full of the Secured Obligations; provided, however, that each of the following shall be permitted: payments permitted under the Credit Agreement, including payments of regularly scheduled principal and interest (including default interest and any “AHYDO” catch-up payment) on such Indebtedness, fees related to such Indebtedness, indemnity and expense reimbursement payments in connection with such Indebtedness, and mandatory prepayments, mandatory redemptions and mandatory purchases of any such Indebtedness (including any principal, premium or interest with respect thereto), in each case pursuant to the terms of such Indebtedness. A Subordinated Creditor will automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which the Subordinated Creditor ceases to be a Restricted Subsidiary of the Borrower.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Notices. All communications and notices hereunder shall (except as otherwise permitted herein) be in writing and given as provided in Section 10.01 of the Credit Agreement. All communications and notices hereunder to any Grantor will be given to it in care of the Borrower, with such notice to be given as provided in Section 10.01 of the Credit Agreement.

Section 7.02. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest in the Article 9 Collateral, the security interest in the Pledged Collateral and all obligations of each Grantor hereunder will be absolute and unconditional irrespective of:

- (1) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing;
- (2) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument;
- (3) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Secured Obligations; or
- (4) subject only to termination or release of a Guarantor’s obligations hereunder in accordance with the terms of Section 7.15 hereof any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Secured Obligations or this Agreement (other than a defense of payment or performance).

Section 7.03. Limitation By Law. All obligations, rights, remedies and powers provided in this Agreement may be exercised or performed only to the extent that the exercise or performance thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

Section 7.04. Binding Effect; Several Agreement. This Agreement will become effective as to any party to this Agreement when a counterpart hereof executed on behalf of such party is delivered to the Collateral Agent and a counterpart hereof is executed on behalf of the Collateral Agent, and thereafter will be binding upon such party and the Collateral Agent and their respective permitted successors and assigns, and will inure to the benefit of such party, the Collateral Agent and the other Secured Parties and their respective permitted successors and assigns, except that no party shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly permitted under the Credit Agreement. This Agreement will be construed as a separate agreement with respect to each Loan Party and may be amended, modified, supplemented, waived or released with respect to any Loan Party without the approval of any other Loan Party and without affecting the obligations of any other Loan Party hereunder.

Section 7.05. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference will be deemed to include the permitted successors and assigns of such party, and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective permitted successors and assigns; *provided* that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Collateral Agent or as expressly permitted under the Credit Agreement. The Collateral Agent hereunder will at all times be the same person that is the Collateral Agent under the Credit Agreement. Written notice of resignation by the Administrative Agent pursuant to the Credit Agreement will also constitute notice of resignation as the Collateral Agent under this Agreement. Upon the acceptance of any appointment as the Administrative Agent under the Credit Agreement by a successor Administrative Agent, that successor Administrative Agent will thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent pursuant hereto.

Section 7.06. Collateral Agent's Fees and Expenses; Indemnification. The parties hereto agree that the Collateral Agent will be entitled to reimbursement of its expenses incurred hereunder as provided in Section 10.05 of the Credit Agreement and the provisions of Section 10.05 shall be incorporated by reference herein and apply to each Grantor *mutatis mutandis*.

Section 7.07. Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary to accomplish the purposes hereof, effective after an Event of Default has occurred and while it is continuing and with written notice to the Borrower of its exercise or intent to exercise such rights, which appointment is irrevocable and coupled with an interest. The Collateral Agent will have the right, after an Event of Default has occurred and while it is continuing and with written notice to the Borrower of its exercise or intent to exercise such rights, with full power of substitution either in the Collateral Agent's name or in the name of such Grantor, to:

- (1) receive, endorse, assign or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof;
- (2) demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral;
- (3) ask for, demand, sue for, collect, receive and give acquittance for any and all moneys due or to become due under and by virtue of any Collateral;
- (4) sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral;
- (5) send verifications of Accounts to any Account Debtor;
- (6) commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral;
- (7) settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral;
- (8) notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and
- (9) use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes;

provided that nothing herein contained will be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and the other Secured Parties will be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence, bad faith or willful misconduct.

Section 7.08. APPLICABLE LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

Section 7.09. Waivers; Amendment.

- (1) No failure or delay by the Collateral Agent or any Lender or Issuing Bank in exercising any right, power or remedy hereunder or under any other Loan Document will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or remedy, or any abandonment or discontinuance of steps to enforce such a right, power or remedy, preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies of the Collateral Agent and the Lenders and Issuing Banks hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights, powers or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Loan Party therefrom will in any event be effective unless the same is permitted by paragraph (2) of this Section 7.09, and then such waiver or consent will be effective only in the specific instance and for the purpose for which given.
- (2) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Loan Party or Loan Parties with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.08 of the Credit Agreement.

Section 7.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HERETO (1) 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 (2) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.10.

Section 7.11. Severability. In the event any one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

Section 7.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which will constitute an original but all of which when taken together will constitute but one contract, and will become effective as provided in Section 7.04 hereof. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission will be as effective as delivery of a manually signed original.

Section 7.13. 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 7.14. Jurisdiction; Consent to Service of Process.

- (1) Each party to this Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in the Borough of Manhattan (or if such court lacks subject matter jurisdiction, the Supreme Court of the State of New York sitting in the Borough of Manhattan) and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the transactions relating hereto or thereto, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding shall be heard and determined in such Federal (to the extent permitted by law) or New York State court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document will affect any right that the Administrative Agent, the Collateral Agent, any Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement against any Grantor, or its properties, in the courts of any jurisdiction.
- (2) Each party to this Agreement 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 in any New York State or federal court. 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.

Section 7.15. Termination or Release.

- (1) This Agreement, the guarantees made herein, the pledges made herein, the Security Interest and all other security interests granted hereby shall automatically terminate and be released when all the Secured Obligations have been Paid in Full, the Lenders have no further commitment to lend under the Credit Agreement and all Letters of Credit have been returned (or cash collateralized on terms satisfactory to the applicable Issuing Bank).
- (2) (i) Any Grantor's obligations hereunder and all Security Interest in and Lien on its Collateral granted by such Grantor shall automatically terminate and be released if such Grantor is released from its obligations under its Guaranty pursuant to Section 9.11(2)(c) of the Credit Agreement and (ii) the Security Interest in and Lien on any Collateral shall be automatically terminated and released in the circumstances set forth in Section 9.11(2)(a), 9.11(2)(b) or 9.11(2)(c) of the Credit Agreement, including, without limitation, in connection with any property (and any related rights and any related assets) that is sold or otherwise transferred to any Person that is not (and is not required to be) a Loan Party in connection with a sale and leaseback or other transaction permitted by the Credit Agreement.

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- (3) In connection with any termination or release pursuant to paragraph (1) or paragraph (2) above, the Collateral Agent shall promptly execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor may reasonably request to evidence such termination or release and take all other actions (including return of any pledged collateral) reasonably requested by any Grantor, at such Grantor's expense, in connection with such release, including authorizing such Grantor or its representatives to file any UCC amendment or termination statements with respect to such release. Any execution and delivery of documents pursuant to this Section 7.15 shall be without recourse to or warranty by the Collateral Agent.
- (4) In the event that Rule 3-10 or Rule 3-16 of Regulation S-X of the Exchange Act is amended, modified or interpreted by the SEC or any other relevant Governmental Authority to require (or is replaced with another rule or regulation, or any other law, rule or regulation is adopted, which would require) the filing with the SEC (or any other Governmental Authority) of separate financial statements of any Subsidiary of the Borrower due to the fact that the Equity Interests of such Subsidiary constitute Collateral or are pledged under this Agreement, then the Equity Interests of such Subsidiary shall automatically be deemed not to be part of the Collateral to the extent necessary not to be subject to such requirement. Notwithstanding anything to the contrary in this Agreement, if Equity Interests of any Subsidiary are not required to be Collateral or pledged under this Agreement solely because Rule 3-10 or Rule 3-16 of Regulation S-X of the Exchange Act would require the filing of separate financial statements of such Subsidiary if its Equity Interests were Collateral or so pledged, in the event that Rule 3-10 or Rule 3-16 of Regulation S-X of the Exchange Act is amended, modified or interpreted by the SEC or any other relevant Governmental Authority to no longer require (or is replaced with another rule or regulation that would not require) the filing of separate financial statements of such Subsidiary if some or all of its Equity Interests are Collateral or pledged under this Agreement, then such Equity Interests of such Subsidiary, unless otherwise constituting an Excluded Asset, shall automatically be deemed part of the Collateral and pledged under this Agreement.

Section 7.16. Additional Subsidiaries. Upon execution and delivery by the Collateral Agent and any Subsidiary that is required to become a party hereto under Section 5.10 of the Credit Agreement or otherwise of a supplement in the form of Exhibit I hereto, such Subsidiary will become a Grantor and a Guarantor hereunder with the same force and effect as if originally named as a Grantor and a Guarantor herein. The execution and delivery of any such supplement will not require the consent of any other party to this Agreement. The rights and obligations of each party to this Agreement will remain in full force and effect notwithstanding the addition of any new party to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTORS:

AMNEAL PHARMACEUTICALS LLC

By: /s/ Chintu Patel

Name: Chintu Patel

Title: President

AMNEAL PHARMACEUTICALS OF NEW YORK, LLC

By: /s/ Chintu Patel

Name: Chintu Patel

Title: President

AMNEAL BIOSCIENCES LLC

By: /s/ James Mastakas

Name: James Mastakas

Title: Chief Financial Officer and Treasurer

AMNEAL-AGILA, LLC

By: /s/ James Mastakas

Name: James Mastakas

Title: Chief Financial Officer and Treasurer

[*Signature Page to ABL Guarantee and Collateral Agreement*]

IMPAX LABORATORIES, LLC

By: /s/ Bryan M. Reasons

Name: Bryan M. Reasons

Title: Senior Vice President and Chief Financial
Officer

IMPAX LABORATORIES USA, LLC

By: /s/ Bryan M. Reasons

Name: Bryan M. Reasons

Title: Chief Financial Officer

MOUNTAIN, LLC

By: /s/ Bryan M. Reasons

Name: Bryan M. Reasons

Title: Chief Financial Officer, Treasurer and
Vice President

AMEDRA PHARMACEUTICALS LLC

By: /s/ Bryan M. Reasons

Name: Bryan M. Reasons

Title: Chief Financial Officer

TRAIL SERVICES, LLC

By: /s/ Bryan M. Reasons

Name: Bryan M. Reasons

Title: Chief Financial Officer

[*Signature Page to ABL Guarantee and Collateral Agreement*]

By: /s/ James A. Knight

Name: James A. Knight

Title: Executive Director

[*Signature Page to ABL Guarantee and Collateral Agreement*]

SUPPLEMENT NO. _____ dated as of _____ (this “**Supplement**”), to the ABL Guarantee and Collateral Agreement dated as of May 4, 2018 (as amended, amended and restated, supplemented, refinanced, replaced, extended or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), among each of the Grantors party thereto and JPMorgan Chase Bank, N.A. (“**JPM**”), as Administrative Agent for the Lenders under the Credit Agreement referred to below (in such capacity, the “**Administrative Agent**”) and as Collateral Agent for the Secured Parties (as defined therein) (in such capacity, the “**Collateral Agent**”).

- (1) Reference is made to that certain the Revolving Credit Agreement, dated as of May 4, 2018 (as amended, amended and restated, supplemented, refinanced, replaced, extended or otherwise modified from time to time, the “**Credit Agreement**”), by and among AMNEAL PHARMACEUTICALS LLC, a Delaware corporation, the Lenders party thereto from time to time and JPM, as Administrative Agent and as Collateral Agent.
- (2) Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Guarantee and Collateral Agreement.
- (3) The Grantors have entered into the Guarantee and Collateral Agreement in order to induce the Lenders to make Loans and each Issuing Bank to issue Letters of Credit under the Credit Agreement. Section 7.16 of the Guarantee and Collateral Agreement provides that additional Subsidiaries may become Guarantors and Grantors under the Guarantee and Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the “**New Subsidiary**”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Guarantor and Grantor under the Guarantee and Collateral Agreement, in each case in order to induce the Lenders to make additional Loans and each Issuing Bank to issue additional Letters of Credit (if available under the Credit Agreement) and as consideration for Loans previously made under the Credit Agreement.

Accordingly, the Administrative Agent and the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 7.16 of the Guarantee and Collateral Agreement, the New Subsidiary by its signature below becomes a Subsidiary Loan Party, a Guarantor and a Grantor under the Guarantee and Collateral Agreement with the same force and effect as if originally named therein as a Subsidiary Loan Party, a Guarantor and a Grantor, and the New Subsidiary hereby [(1)] agrees to all the terms and provisions of the Guarantee and Collateral Agreement applicable to it as a Subsidiary Loan Party, a Guarantor and a Grantor thereunder [and (2) represents and warrants that the representations and warranties made by it as a Grantor in Section 3.03 and Section 4.02 thereof are true and correct, in all material respects,

Exhibit I-1

on and as of the date hereof] ¹. In furtherance of the foregoing, the New Subsidiary, as security for the payment and performance in full of the Secured Obligations (as defined in the Guarantee and Collateral Agreement), does hereby create and grant to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and Lien on all the New Subsidiary's right, title and interest in and to the Collateral (as defined in and to the extent required by the Guarantee and Collateral Agreement) of the New Subsidiary. Each reference to a "Subsidiary Loan Party," a "Guarantor," or a "Grantor" in the Guarantee and Collateral Agreement shall be deemed to include the New Subsidiary. The Guarantee and Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants to the Administrative Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to (1) the effects of bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws affecting creditors' rights generally; (2) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (3) implied covenants of good faith and fair dealing.

SECTION 3. This Agreement may be executed in one or more counterparts, each of which will constitute an original but all of which when taken together constitutes but one contract. This Supplement will become effective when the Collateral Agent receives a counterpart (whether by electronic transmission or otherwise) of this Supplement that bears the signature of the New Subsidiary.

SECTION 4. The New Subsidiary hereby represents and warrants as of the date hereof that:

- (1) set forth on Schedule I attached hereto is a true and correct schedule of all the Pledged Securities of the New Subsidiary as of the date hereof required to be pledged under the Guarantee and Collateral Agreement;
- (2) set forth on Schedule II attached hereto is a true and correct schedule of all of the material Patents, Trademarks and Copyrights of the New Subsidiary as of the date hereof that constitute Collateral;
- (3) set forth on Schedule III attached hereto is a true and correct schedule of all Commercial Tort Claims of the New Subsidiary individually in excess of \$15 million as of the date hereof; and
- (4) set forth on Schedule IV attached hereto is the true and correct legal name of the New Subsidiary, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Guarantee and Collateral Agreement shall remain in full force and effect.

¹ Subject to the Credit Agreement, clause (2) to be included after the Closing Date.

SECTION 6. THIS SUPPLEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

SECTION 7. In the event any one or more of the provisions contained in this Supplement are held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

SECTION 8. All communications and notices hereunder will be in writing and given as provided in Section 7.01 of the Guarantee and Collateral Agreement.

SECTION 9. The New Subsidiary agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, disbursements and other charges of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Subsidiary and the Agents have duly executed this Supplement to the Guarantee and Collateral Agreement as of the day and year first above written.

[Name of New Subsidiary]

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as Administrative Agent
and Collateral Agent

By: _____
Name:
Title:

Exhibit I-4

Pledged Securities of the New Subsidiary

EQUITY INTERESTS

<u>Number of Issuer Certificate</u>	Registered Owner	Number and Class of Equity Interest	Percentage of Equity Interests
---	------------------	--	-----------------------------------

DEBT SECURITIES

<u>Issuer</u>	Principal Amount	Date of Note	Maturity Date
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Schedule I-1

PATENTS, TRADEMARKS AND COPYRIGHTS

Schedule II-1

COMMERCIAL TORT CLAIMS

Schedule III-1

LEGAL NAME, JURISDICTION OF FORMATION
AND LOCATION OF CHIEF EXECUTIVE OFFICE

Schedule IV-1

FORM OF TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of [], by [•] (each, individually, a “Grantor” and, collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent and collateral agent (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to that certain ABL Guarantee and Collateral Agreement dated as of May 4, 2018 (as amended, amended and restated, supplemented, refinanced, replaced, extended or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), including:

- (a) all Trademarks, including all registrations and applications therefore filed in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;

Exhibit II

-
- (b) all goodwill associated therewith or symbolized thereby;
 - (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
 - (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

[*Signature page follows*]

Exhibit II

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

[],
as Grantor

By: _____
Name:
Title:

Exhibit II

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

Exhibit II

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS
Exhibit II

FORM OF PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is dated as of [], by [•] (each, individually, a “Grantor” and, collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent and collateral agent (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to that certain ABL Guarantee and Collateral Agreement dated as of May 4, 2018 (as amended, amended and restated, supplemented, refinanced, replaced, extended or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Patent Collateral”), including:

- (a) all Patents issued or applied for in the United States, including those listed on Schedule I;
- (b) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein;

-
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
 - (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Patent Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents record this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

[*Signature page follows*]

Exhibit III

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

[],
as Grantor

By: _____
Name:
Title:

Exhibit III

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

Exhibit III

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS
Exhibit III

FORM OF COPYRIGHT SECURITY AGREEMENT

This COPYRIGHT SECURITY AGREEMENT is dated as of [], by [*] (each, individually, a “Grantor” and, collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent and collateral agent (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to that certain ABL Guarantee and Collateral Agreement dated as of May 4, 2018 (as amended, amended and restated, supplemented, refinanced, replaced, extended or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Copyright Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Copyright Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Copyright Collateral”), including:

- (a) all Copyright in any work subject to the copyright laws of the United States, whether as author, assignee, transferee or otherwise;
- (b) all registrations and applications for registration of any such copyright in the United States, including registrations, supplemental registrations and pending applications for registration in the United States Copyright Office and the right to obtain all renewals thereof, including those listed on Schedule I;
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

Exhibit IV

-
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Copyright Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Copyright Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Copyright Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Copyright Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Copyright Office. Each Grantor authorizes and requests that the United States Copyright Office record this Copyright Security Agreement.

SECTION 5. Counterparts. This Copyright Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Copyright Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS COPYRIGHT SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

[*Signature page follows*]

Exhibit IV

IN WITNESS WHEREOF, each Grantor has caused this Copyright Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

[],
as Grantor

By: _____
Name:
Title:

Exhibit IV

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

Exhibit IV

SCHEDULE I
to
COPYRIGHT SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS AND COPYRIGHT APPLICATIONS

Exhibit V-1

AMNEAL PHARMACEUTICALS LLC
THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT

Dated as of May 4, 2018

THE COMPANY INTERESTS REPRESENTED BY THIS THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH COMPANY INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

TABLE OF CONTENTS

	Page
Article I DEFINITIONS	2
Article II ORGANIZATIONAL MATTERS	14
Section 2.01 Formation of Company	14
Section 2.02 Third Amended and Restated Limited Liability Company Agreement	14
Section 2.03 Name	14
Section 2.04 Purpose	14
Section 2.05 Principal Office; Registered Office	15
Section 2.06 Term	15
Section 2.07 No State-Law Partnership	15
Article III MEMBERS; UNITS; CAPITALIZATION	15
Section 3.01 Members	15
Section 3.02 Units	16
Section 3.03 Recapitalization; the Corporation's Capital Contribution; the Corporation's Purchase of Common Units	16
Section 3.04 Authorization and Issuance of Additional Units	16
Section 3.05 Repurchases or Redemptions	18
Section 3.06 Certificates Representing Units; Lost, Stolen or Destroyed Certificates; Registration and Transfer of Units	18
Section 3.07 Negative Capital Accounts	19
Section 3.08 No Withdrawal	19
Section 3.09 Loans From Members	19
Section 3.10 Tax Treatment of Corporate Equity Plans	19
Section 3.11 Dividend Reinvestment Plan, Cash Option Purchase Plan, Stock Incentive Plan or Other Plan	21
Article IV DISTRIBUTIONS	21
Section 4.01 Distributions	21
Section 4.02 Restricted Distributions	22
Article V CAPITAL ACCOUNTS; ALLOCATIONS; TAX MATTERS	22
Section 5.01 Capital Accounts	22
Section 5.02 Allocations	23
Section 5.03 Regulatory and Special Allocations	24
Section 5.04 Tax Allocations	25
Section 5.05 Withholding; Reimbursement for Payments on Behalf of a Member	26

Article VI MANAGEMENT		27
Section 6.01	Authority of Manager	27
Section 6.02	Actions of the Manager	28
Section 6.03	Resignation; No Removal	28
Section 6.04	Vacancies	28
Section 6.05	Transactions Between Company and Manager	28
Section 6.06	Reimbursement for Expenses	29
Section 6.07	Delegation of Authority	29
Section 6.08	Limitation of Liability of Manager.	30
Section 6.09	Investment Company Act	30
Section 6.10	Outside Activities of the Manager	30
Section 6.11	Standard of Care	31
Article VII RIGHTS AND OBLIGATIONS OF MEMBERS		31
Section 7.01	Limitation of Liability and Duties of Members; Investment Opportunities	31
Section 7.02	Lack of Authority	32
Section 7.03	No Right of Partition	33
Section 7.04	Indemnification	33
Section 7.05	Members Right to Act	34
Section 7.06	Inspection Rights	35
Article VIII BOOKS, RECORDS, ACCOUNTING AND REPORTS, AFFIRMATIVE COVENANTS		35
Section 8.01	Records and Accounting	35
Section 8.02	Fiscal Year	35
Article IX TAX MATTERS		35
Section 9.01	Preparation of Tax Returns	35
Section 9.02	Tax Elections	36
Section 9.03	Tax Controversies	36
Section 9.04	Liabilities	37
Article X RESTRICTIONS ON TRANSFER OF UNITS		37
Section 10.01	Transfers by Members	37
Section 10.02	Permitted Transfers	38
Section 10.03	Restricted Units Legend	38
Section 10.04	Transfer	39
Section 10.05	Assignee's Rights	39
Section 10.06	Assignor's Rights and Obligations	40
Section 10.07	Overriding Provisions	40

Article XI REDEMPTION AND EXCHANGE RIGHTS	42
Section 11.01 Redemption Right of a Member	42
Section 11.02 Contribution of the Corporation	45
Section 11.03 Exchange Right of the Corporation	45
Section 11.04 Reservation of Shares of Class A Common Stock and Class B-1 Common Stock; Listing; Certificate of the Corporation	46
Section 11.05 Effect of Exercise of Redemption or Exchange Right	46
Section 11.06 Tax Treatment	46
Article XII ADMISSION OF MEMBERS	47
Section 12.01 Substituted Members	47
Section 12.02 Additional Members	47
Article XIII WITHDRAWAL AND RESIGNATION; TERMINATION OF RIGHTS	47
Section 13.01 Withdrawal and Resignation of Members	47
Article XIV DISSOLUTION AND LIQUIDATION	47
Section 14.01 Dissolution	47
Section 14.02 Liquidation and Termination	48
Section 14.03 Deferment; Distribution in Kind	48
Section 14.04 Cancellation of Certificate	49
Section 14.05 Reasonable Time for Winding Up	49
Section 14.06 Return of Capital	49
Article XV VALUATION	49
Section 15.01 Determination	49
Section 15.02 Dispute Resolution	49
Article XVI GENERAL PROVISIONS	50
Section 16.01 Power of Attorney	50
Section 16.02 Confidentiality	51
Section 16.03 Amendments	51
Section 16.04 Title to Company Assets	52
Section 16.05 Addresses and Notices	52
Section 16.06 Binding Effect; Intended Beneficiaries	53
Section 16.07 Creditors	53
Section 16.08 Waiver	53
Section 16.09 Counterparts	53
Section 16.10 Applicable Law	54
Section 16.11 Severability	54
Section 16.12 Further Action	54

Section 16.13	Conflict	54
Section 16.14	Delivery by Electronic Transmission	54
Section 16.15	Right of Offset	54
Section 16.16	Effectiveness	55
Section 16.17	Entire Agreement	55
Section 16.18	Remedies	55
Section 16.19	Descriptive Headings; Interpretation	55

Schedules

Schedule 1	–	Initial Schedule of Members
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Exhibits

Exhibit A	–	Form of Joinder Agreement
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AMNEAL PHARMACEUTICALS LLC

**THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT**

This THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “*Agreement*”), dated as of May 4, 2018, is entered into by and among Amneal Pharmaceuticals LLC, a Delaware limited liability company (the “*Company*”), and its Members (as defined herein).

WHEREAS, the Company was formed as a limited liability company pursuant to and in accordance with the Delaware Act (as defined herein) by the filing of the Certificate (as defined herein) with the Secretary of State of the State of Delaware pursuant to Section 18-201 of the Delaware Act on June 15, 2004;

WHEREAS, the Company previously entered into a Second Amended and Restated Limited Liability Company Agreement of the Company, dated as of May 1, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time to but excluding the date hereof, together with all schedules, exhibits and annexes thereto, the “*Second A&R LLC Agreement*”), with the members of the Company party thereto;

WHEREAS, immediately prior to the Effective Time (as defined herein), (a) Amneal Pharmaceuticals Holding Company LLC, a Delaware limited liability company (“*APHC*”), held Class A units representing limited liability company interests in the Company (the “*Original Class A Units*”), (b) AP Class D Member, LLC, a Delaware limited liability company (“*D, LLC*”), held Class D units representing limited liability company interests in the Company (the “*Original Class D Units*”), (c) AP Class E Member, LLC, a Delaware limited liability company (“*E, LLC*”), held Class E units representing limited liability company interests in the Company (the “*Original Class E Units*”), and (d) AH PPU Management, LLC, a Delaware limited liability company (“*AH PPU*” and, together with APHC, D, LLC and E, LLC, the “*Original Members*”), held Class F units representing limited liability company interests in the Company (the “*Original Class F Units*”), Class G units representing limited liability company interests in the Company (the “*Original Class G Units*”) and Class H units representing limited liability company interests in the Company (the “*Original Class H Units*” and, together with the Original Class A Units, the Original Class D Units, the Original Class E Units, the Original Class F Units and the Original Class G Units, the “*Original Units*”);

WHEREAS, the parties are entering into this Agreement to amend and restate the Second A&R LLC Agreement in its entirety as of the Effective Time to reflect (a) the Recapitalization (as defined herein) and the consummation of the transactions contemplated by the Business Combination Agreement (as defined herein), (b) the Impax Contribution (as defined herein) and the admission of Amneal Pharmaceuticals, Inc., a Delaware corporation (the “*Corporation*”), as a Member, (c) the Corporation’s designation as the Manager (as defined herein), and (d) the rights and obligations of the Members that are enumerated and agreed upon in the terms of this Agreement effective as of the Effective Time, at which time the Second A&R LLC Agreement shall be superseded entirely by this Agreement; and

WHEREAS, in connection with the Recapitalization and as of the Effective Time, the Original Units of each Original Member will be converted into Common Units (as defined herein) issued in accordance with this Agreement and the Original Units will cease to exist.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Members, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS

The following definitions shall be applied to the terms used in this Agreement for all purposes, unless otherwise clearly indicated to the contrary.

“ *Additional Member* ” has the meaning set forth in Section 12.02.

“ *Adjusted Capital Account Deficit* ” means with respect to the Capital Account of any Member as of the end of any Taxable Year, the amount by which the balance in such Capital Account is less than zero. For this purpose, such Member’s Capital Account balance shall be:

- (a) reduced for any items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5), and (6); and
- (b) increased for any amount such Member is obligated to contribute or is treated as being obligated to contribute to the Company pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) (relating to partner liabilities to a partnership) or 1.704-2(g)(1) and 1.704-2(i) (relating to minimum gain).

“ *Admission Date* ” has the meaning set forth in Section 10.06.

“ *Affiliate* ” (and, with a correlative meaning, “ *Affiliated* ”) means, with respect to a specified Person, each other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. As used in this definition, “control” (including with correlative meanings, “controlled by” and “under common control with”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of voting securities, by contract or otherwise).

“ *Agreement* ” has the meaning set forth in the preamble to this Agreement.

“ *AH PPU* ” has the meaning set forth in the recitals to this Agreement.

“ *APHC* ” has the meaning set forth in the recitals to this Agreement.

“ *Appraisers* ” has the meaning set forth in Section 15.02.

“ **Assignee** ” means a Person to whom a Company Interest has been transferred but who has not become a Member pursuant to Article XII.

“ **Assumed Tax Liability** ” means, with respect to any Member at any Tax Distribution Date, an amount equal to (1) the amount of federal, state, local and foreign income taxes (including any applicable estimated taxes) for such taxable year, determined taking into account the character of income and loss allocated as it affects the Assumed Tax Rate, that the Manager estimates in good faith would be due from such Member as of the relevant Tax Distribution Date, (i) assuming such Member were an individual who earned solely the items of income, gain, deduction, loss, and/or credit allocated to such Member pursuant to Article V, (ii) taking into account adjustments and allocations under Sections 704(c), 734 and 743 of the Code and applicable limitations on the deductibility of capital losses, and (iii) assuming that such Member is subject to tax at the Assumed Tax Rate or (2) such lower amount that such Member shall establish for such Tax Distribution Date by providing written notice thereof to the Manager at least five (5) Business Days prior to such Tax Distribution Date. The Manager shall reasonably determine the Assumed Tax Liability for each Member based on such assumptions as the Manager in good faith deems reasonably necessary. For clarification, the Assumed Tax Liability amount determined pursuant to this definition shall never cause the pro rata amount distributed to the Corporation pursuant to Section 4.01(b) to be less than an amount sufficient to enable the Corporation to timely (x) satisfy all of its U.S. federal, state and local and non-U.S. tax liabilities, and (y) meet its obligations pursuant to the Tax Receivable Agreement.

“ **Assumed Tax Rate** ” means, for any taxable year, the sum of the highest marginal rate of federal, state, and local income tax applicable to any direct, or in the case of ownership through an entity classified as a partnership or disregarded entity for federal income tax purposes, indirect owner of a Member (other than the Corporation) (including any tax imposed under Section 1401 or Section 1411 of the Code) determined by applying the rates applicable to ordinary income (in cases where taxes are being determined on ordinary income allocated to a Member) and capital gains (in cases where taxes are being determined on capital gains allocated to a Member), and including any deduction of state and local income taxes in computing a Member’s liability for federal income tax. The Manager shall consult in good faith with each Member to determine the Assumed Tax Rate for such Member for any taxable year.

“ **Base Rate** ” means, on any date, a variable rate per annum equal to the rate of interest most recently published by The Wall Street Journal as the “prime rate” at large U.S. money center banks.

“ **Black-Out Period** ” means any “black-out” or similar period under the Corporation’s policies covering trading in the Corporation’s securities to which the applicable Redeemed Member is subject, which period restricts the ability of such Redeemed Member to immediately resell shares of Class A Common Stock to be delivered to such Redeemed Member in connection with a Share Settlement.

“ **Book Value** ” means, the adjusted basis of such asset for federal income tax purposes, except as follows: (a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution; (b) immediately prior to the Distribution by the Company of any Company asset to

a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such Distribution; (c) the Book Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as reasonably determined in good faith by the Manager, as of the following times: (i) the acquisition of an additional Company Interest in the Company by a new or existing Member in consideration of a Capital Contribution of more than a de minimis amount; (ii) the Distribution by the Company to a Member of more than a de minimis amount of property (other than cash) as consideration for all or a part of such Member's Company Interest; and (iii) the liquidation of the Company within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g); *provided*, that adjustments pursuant to clauses (i) and (ii) above need not be made if the Manager reasonably determines in good faith that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Members and that the absence of such adjustment does not adversely and disproportionately affect any Member; (d) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m); *provided*, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph; and if the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Depreciation taken into account with respect to such Company asset for purposes of computing Profits and Losses.

“**Business Combination Agreement**” means that certain Business Combination Agreement, dated as of October 17, 2017, by and among the Company, Impax, the Corporation and K2 Merger Sub Corporation, a Delaware corporation (as may be amended or supplemented from time to time).

“**Business Combination Closing**” means the “Closing” as defined in Section 1.03 of the Business Combination Agreement.

“**Business Day**” means any day other than a Saturday or a Sunday or a day on which banks located in New York City, New York generally are authorized or required by Law to close.

“**Capital Account**” means the capital account maintained for a Member in accordance with Section 5.01.

“**Capital Contribution**” means, with respect to any Member, the amount of any cash, cash equivalents, promissory obligations or the Fair Market Value of other property that such Member contributes (or is deemed to contribute) to the Company pursuant to Article III hereof.

“**Cash Settlement**” means immediately available funds in U.S. dollars in an amount equal to the product of (a) the Share Settlement and (b) the Common Unit Redemption Price.

“ **Certificate** ” means the Company’s Certificate of Formation as filed with the Secretary of State of Delaware.

“ **Change of Control Transaction** ” means (a) a sale of all or substantially all of the Company’s assets determined on a consolidated basis, (b) a sale of a majority of the Company’s outstanding Units (other than (i) to the Corporation, (ii) in a Permitted Transfer or (iii) in connection with a Redemption or Direct Exchange in accordance with Article XI) or (c) a sale of a majority of the outstanding voting securities of any Material Subsidiary of the Company; in any such case, whether by merger, recapitalization, consolidation, reorganization, combination or otherwise; *provided, however*, that neither (w) a transaction solely between the Company or any of its wholly-owned Subsidiaries, on the one hand, and the Company or any of its wholly-owned Subsidiaries, on the other hand, nor (x) a transaction solely for the purpose of changing the jurisdiction of domicile of the Company, nor (y) a transaction solely for the purpose of changing the form of entity of the Company, nor (z) a sale of a majority of the outstanding shares of Class A Common Stock (treating for this purpose all outstanding shares of Class B-1 Common Stock as if converted to Class A Common Stock), whether by merger, recapitalization, consolidation, reorganization, combination or otherwise, shall in each case of clauses (w), (x), (y) and (z) constitute a Change of Control Transaction.

“ **Class A Common Stock** ” means the Class A Common Stock, par value \$0.01 per share, of the Corporation.

“ **Class B Common Stock** ” means the Class B Common Stock, par value \$0.01 per share, of the Corporation.

“ **Class B-1 Common Stock** ” means the Class B-1 Common Stock, par value \$0.01 per share, of the Corporation.

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

“ **Common Stock** ” means all classes and series of common stock of the Corporation, including the Class A Common Stock, the Class B Common Stock and the Class B-1 Common Stock.

“ **Common Unit** ” means a Unit representing a fractional part of the Company Interests of the Members (or a permitted Assignee) and having the rights and obligations specified with respect to the Common Units in this Agreement.

“ **Common Unit Redemption Price** ” means the average of the volume-weighted closing price for a share of Class A Common Stock on the principal U.S. securities exchange or automated or electronic quotation system on which the Class A Common Stock trades, as reported by Bloomberg, L.P., or its successor, for each of the five (5) consecutive full Trading Days ending on and including the last full Trading Day immediately prior to the Redemption Notice Date, subject to appropriate and equitable adjustment for any stock splits, reverse splits, stock dividends or similar events affecting the Class A Common Stock. If the Class A Common Stock no longer trades on a securities exchange or automated or electronic quotation system, then the Common Unit Redemption Price shall be the fair market value of one share of Class A Common Stock, as determined by the Corporate Board in good faith, that would be obtained in

an arms-length transaction between an informed and willing buyer and an informed and willing seller, with neither party having any compulsion to buy or sell, and without regard to the particular circumstances of the buyer or seller; *provided, however*, that in the event that the applicable Redeemed Member disputes the accuracy of such determination and the Manager and such Member are unable to agree on such determination, (a) the Manager and such Member shall each select an Appraiser, who shall each determine the fair market value of one share of Class A Common Stock in accordance with this sentence, (b) the Appraisers shall be instructed to give written notice of their determination thereof within thirty (30) days of their appointment as Appraisers, (c) if the fair market value of one share of Class A Common Stock as determined by an Appraiser is (i) higher than the fair market value of one share of Class A Common Stock as determined by the other Appraiser by 10% or more, and the Manager and such Member do not otherwise agree on a fair market value, the original Appraisers shall designate a third Appraiser, and the fair market value shall be the average of the fair market values determined by all three Appraisers, unless the Manager and such Member(s) otherwise agree on a fair market value, or (ii) within 10% of the fair market value as determined by the other Appraiser (but not identical), and the Manager and such Member do not otherwise agree on a fair market value, the fair market value shall be the average of the fair market values determined by the two Appraisers, and (d) the fees and expenses of the Appraisers shall be borne by the Company, on the one hand, and by such Member, on the other hand, based upon the percentage which the portion of the contested amount not awarded to such Member bears to the amount actually contested by such Member. For example, if such Member contests that the fair market value of a share of Class A Common Stock is \$100, and if the Appraisers ultimately determine the fair market value of a share of Class A Common Stock is \$60 of the \$100 contested, then the costs and expenses of the Appraisers will be allocated 60% (i.e., $60 \div 100$) to the Company and 40% (i.e., $40 \div 100$) to such Member.

“**Company**” has the meaning set forth in the preamble to this Agreement.

“**Company Interest**” means the interest of a Member (or a permitted Assignee) in Profits, Losses and Distributions.

“**Company Minimum Gain**” means “partnership minimum gain” determined pursuant to Treasury Regulations Section 1.704-2(d).

“**Conflicts Committee**” means the Conflicts Committee of the Corporate Board established pursuant to the Stockholders Agreement.

“**Corporate Board**” means the Board of Directors of the Corporation.

“**Corporation**” has the meaning set forth in the recitals to this Agreement, together with its permitted successors and assigns.

“**Corporation Restricted Shares**” has the meaning set forth in Section 3.04(a).

“**Credit Agreements**” means (a) that certain Revolving Credit Agreement, dated as of May 4, 2018, by and among the Company, as the borrower, the Lenders party thereto from time to time and JPMorgan Chase Bank, N.A., as administrative agent and as collateral agent (as may be amended, restated, supplemented or otherwise modified from time to time and including any

one or more refinancings or replacements thereof, in whole or in part, with any other debt facility or debt obligation, the “**ABL Credit Agreement**”) and (b) that certain Term Loan Credit Agreement, dated as of May 4, 2018, by and among the Company, as the borrower, the Lenders party thereto from time to time and JPMorgan Chase Bank, N.A., as administrative agent and as collateral agent (as may be amended, restated, supplemented or otherwise modified from time to time and including any one or more refinancings or replacements thereof, in whole or in part, with any other debt facility or debt obligation, the “**Term Loan Credit Agreement**”).

“**D, LLC**” has the meaning set forth in the recitals to this Agreement.

“**Delaware Act**” means the Delaware Limited Liability Company Act, 6 Del.C. § 18-101, *et seq.*, as it may be amended from time to time, and any successor thereto.

“**Depreciation**” means, for each Taxable Year or other Fiscal Period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for U.S. federal income tax purposes with respect to property for such Taxable Year or other Fiscal Period, except that (a) with respect to any such property the Book Value of which differs from its adjusted tax basis for U.S. federal income tax purposes and which difference is being eliminated by use of the “remedial method” pursuant to Treasury Regulations Section 1.704-3(d), Depreciation for such Taxable Year or other Fiscal Period shall be the amount of book basis recovered for such Taxable Year or other Fiscal Period under the rules prescribed by Treasury Regulations Section 1.704-3(d)(2), and (b) with respect to any other such property, the Book Value of which differs from its adjusted tax basis at the beginning of such Taxable Year or other Fiscal Period, Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the U.S. federal income tax depreciation, amortization, or other cost recovery deduction for such Taxable Year or other Fiscal Period bears to such beginning adjusted tax basis; *provided, however*, that if the adjusted tax basis of any property at the beginning of such Taxable Year or other Fiscal Period is zero dollars (\$0.00), Depreciation with respect to such property shall be determined with reference to such beginning Book Value using any reasonable method selected by the Manager.

“**Direct Exchange**” has the meaning set forth in Section 11.03(a).

“**Discount**” has the meaning set forth in Section 6.06.

“**Distributable Cash**” shall mean, as of any relevant date on which a determination is being made by the Manager regarding a potential distribution pursuant to Section 4.01(a), the amount of cash that could be distributed by the Company for such purposes in accordance with the Credit Agreements (and without otherwise violating any applicable provisions of or resulting in a default (or an event that, with notice or the lapse of time or both, would constitute a default) under the Credit Agreements).

“**Distribution**” (and, with a correlative meaning, “**Distribute**”) means each distribution made by the Company to a Member with respect to such Member’s Units, whether in cash, property or securities of the Company and whether by liquidating distribution or otherwise; *provided, however*, that none of the following shall be a Distribution: (a) any recapitalization that does not result in the distribution of cash or property to Members or any exchange of securities

of the Company, and any subdivision (by Unit split or otherwise) or any combination (by reverse Unit split or otherwise) of any outstanding Units, (b) any other payment made by the Company to a Member in redemption or repurchase of all or a portion of such Member's Units or (c) any amounts payable pursuant to Section 6.06.

“**E, LLC**” has the meaning set forth in the recitals to this Agreement.

“**Effective Time**” has the meaning set forth in Section 16.16.

“**Equity Plan**” means any stock, stock option or equity purchase plan, restricted stock or equity plan or other similar equity compensation plan now or hereafter adopted by the Company or the Corporation.

“**Equity Securities**” means (i) with respect to the Company or any of its Subsidiaries, (a) Units or other equity interests in the Company or any Subsidiary of the Company (including other classes or groups thereof having such relative rights, powers and duties as may from time to time be established by the Manager pursuant to the provisions of this Agreement, including rights, powers and/or duties senior to existing classes and groups of Units and other equity interests in the Company or any Subsidiary of the Company), (b) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other equity interests in the Company or any Subsidiary of the Company, and (c) warrants, options or other rights to purchase or otherwise acquire Units or other equity interests in the Company or any Subsidiary of the Company and (ii) with respect to the Corporation, any and all shares, interests, participation or other equivalents (however designated) of corporate stock, including all common stock and preferred stock, or warrants, options or other rights to acquire any of the foregoing, including any debt instrument convertible or exchangeable into any of the foregoing.

“**Event of Withdrawal**” means the expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company. “Event of Withdrawal” shall not include an event that (a) terminates the existence of a Member for income tax purposes (including, without limitation, a change in entity classification of a Member under Treasury Regulations Section 301.7701-3, termination of a partnership pursuant to Section 708(b)(1)(B) of the Code, a sale of assets by, or liquidation of, a Member pursuant to an election under Section 338 of the Code, or merger, severance, or allocation within a trust or among sub-trusts of a trust that is a Member), but that (b) does not terminate the existence of such Member under applicable state law (or, in the case of a trust that is a Member, does not terminate the trusteeship of the fiduciaries under such trust with respect to all the Company Interests of such trust that is a Member).

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Exchange Election Notice**” has the meaning set forth in Section 11.03(b).

“**Fair Market Value**” means, with respect to any asset, its fair market value determined according to Article XV.

“**Fiscal Period**” means any interim accounting period within a Taxable Year established by the Company and which is permitted or required by Section 706 of the Code.

“ **Fiscal Year** ” means the Company’s annual accounting period established pursuant to Section 8.02.

“ **Governmental Entity** ” means (a) the United States of America, (b) any other sovereign nation, (c) any state, province, district, territory or other political subdivision of (a) or (b) of this definition, including any county, municipal or other local subdivision of the foregoing, or (d) any entity exercising executive, legislative, judicial, regulatory or administrative functions of government on behalf of (a), (b) or (c) of this definition.

“ **Impax** ” means Impax Laboratories LLC, a Delaware limited liability company.

“ **Impax Contributed Interests** ” means all of the outstanding equity interests of Impax.

“ **Impax Contribution** ” has the meaning set forth in Section 3.03(b).

“ **Indemnified Person** ” has the meaning set forth in Section 7.04(a).

“ **Investment Company Act** ” means the U.S. Investment Company Act of 1940, as amended from time to time.

“ **Joinder** ” means a joinder to this Agreement, in form and substance substantially similar to Exhibit A to this Agreement.

“ **Law** ” means all laws, statutes, ordinances, rules and regulations of the United States, any foreign country and each state, commonwealth, city, county, municipality, regulatory body, agency or other political subdivision thereof.

“ **LLC Employee** ” means an employee of, or other service provider to, the Company or any Subsidiary, in each case acting in such capacity.

“ **Losses** ” means items of Company loss or deduction determined according to Section 5.01(b).

“ **Manager** ” has the meaning set forth in Section 6.01.

“ **Market Price** ” means, with respect to a share of Class A Common Stock as of a specified date, the last sale price per share of Class A Common Stock, regular way, or if no such sale took place on such day, the average of the closing bid and asked prices per share of Class A Common Stock, regular way, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the Stock Exchange or, if the Class A Common Stock is not listed or admitted to trading on the Stock Exchange, as reported on the principal consolidated transaction reporting system with respect to securities listed on the principal national securities exchange on which the Class A Common Stock is listed or admitted to trading or, if the Class A Common Stock is not listed or admitted to trading on any national securities exchange, the last quoted price, or, if not so quoted, the average of the high bid and low asked prices in the over-the-counter market, as reported by the National Association of Securities Dealers, Inc. Automated Quotation System or, if such system is no longer in use, the principal other automated quotation system that may then be in use or, if the Class A

Common Stock is not quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker making a market in the Class A Common Stock selected by the Corporate Board or, in the event that no trading price is available for the shares of Class A Common Stock, the fair market value of a share of Class A Common Stock, as determined in good faith by the Corporate Board.

“**Material Subsidiary**” means any direct or indirect Subsidiary of the Company that, as of any date of determination, represents more than (a) 50% of the consolidated net tangible assets of the Company or (b) 50% of the consolidated net income of the Company before interest, taxes, depreciation and amortization (calculated in a manner substantially consistent with the definition of “Consolidated Net Income” and “Consolidated EBITDA” or similar definition(s) appearing in the Credit Agreements, including such additional adjustments that are permitted to be made to such measure as described in “EBITDA” or a similar definition appearing in the Credit Agreements).

“**Member**” means, as of any date of determination, (a) each of the members named on the Schedule of Members and (b) any Person admitted to the Company as a Substituted Member or Additional Member in accordance with Article XII, but in each case only so long as such Person is shown on the Company’s books and records as the owner of one or more Units.

“**Member Minimum Gain**” means “partner nonrecourse debt minimum gain” as defined in Treasury Regulations Section 1.704-2(i)(3).

“**Officer**” has the meaning set forth in Section 6.01(b).

“**Optionee**” means a Person to whom a stock option is granted under any Equity Plan.

“**Original Class A Units**” has the meaning set forth in the recitals to this Agreement.

“**Original Class D Units**” has the meaning set forth in the recitals to this Agreement.

“**Original Class E Units**” has the meaning set forth in the recitals to this Agreement.

“**Original Class F Units**” has the meaning set forth in the recitals to this Agreement.

“**Original Class G Units**” has the meaning set forth in the recitals to this Agreement.

“**Original Class H Units**” has the meaning set forth in the recitals to this Agreement.

“**Original Units**” has the meaning set forth in the recitals to this Agreement.

“**Original Members**” has the meaning set forth in the recitals to this Agreement.

“**Other Agreements**” has the meaning set forth in Section 10.04.

“**Partnership Representative**” has the meaning set forth in Section 9.03(b).

“**Percentage Interest**” means, with respect to a Member at a particular time, such Member’s percentage interest in the Company determined by dividing such Member’s Units by the total Units of all Members at such time. The Percentage Interest of each member shall be calculated to the 4th decimal place.

“ **Permitted Transfer** ” has the meaning set forth in Section 10.02.

“ **Person** ” means an individual or any corporation, partnership, limited liability company, trust, unincorporated organization, association, joint venture or any other organization or entity, whether or not a legal entity.

“ **Pro rata** ,” “ **proportional** ,” “ **in proportion to** ,” and other similar terms, means, with respect to the holder of Units, pro rata based upon the number of such Units held by such holder as compared to the total number of Units outstanding.

“ **Profits** ” means items of Company income and gain determined according to Section 5.01(b).

“ **Recapitalization** ” has the meaning set forth in Section 3.03(a).

“ **Reclassification Event** ” means any of the following: (i) any reclassification or recapitalization of Common Stock (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination or any transaction subject to Section 3.04), (ii) any merger, consolidation or other combination involving Common Stock, or (iii) any sale, conveyance, lease, or other disposal of all or substantially all the properties and assets of the Corporation to any other Person, in each of clauses (i), (ii) or (iii), as a result of which holders of Common Stock shall be entitled to receive cash, securities or other property for their shares of Common Stock.

“ **Redeemed Units** ” has the meaning set forth in Section 11.01(a).

“ **Redeemed Member** ” has the meaning set forth in Section 11.01(a).

“ **Redemption** ” has the meaning set forth in Section 11.01(a).

“ **Redemption Date** ” has the meaning set forth in Section 11.01(a).

“ **Redemption Notice** ” has the meaning set forth in Section 11.01(a).

“ **Redemption Notice Date** ” has the meaning set forth in Section 11.01(a).

“ **Redemption Right** ” has the meaning set forth in Section 11.01(a).

“ **Related Person** ” has the meaning set forth in Section 7.01(c).

“ **Requisite Members** ” means the Members (which may include the Manager) holding at least seventy-five percent (75%) of the Common Units then outstanding.

“ **Retraction Notice** ” has the meaning set forth in Section 11.01(b).

“ **Revised Partnership Audit Provisions** ” shall mean Section 1101 of Title XI (Revenue Provisions Related to Tax Compliance) of the Bipartisan Budget Act of 2015, H.R. 1314, Public Law Number 114-74.

“ **Schedule of Members** ” has the meaning set forth in Section 3.01(b).

“ **SEC** ” means the U.S. Securities and Exchange Commission, including any governmental body or agency succeeding to the functions thereof.

“ **Second A&R LLC Agreement** ” has the meaning set forth in the recitals to this Agreement.

“ **Securities Act** ” means the U.S. Securities Act of 1933, as amended, and applicable rules and regulations thereunder, and any successor to such statute, rules or regulations. Any reference herein to a specific section, rule or regulation of the Securities Act shall be deemed to include any corresponding provisions of future Law.

“ **Settlement Method Notice** ” has the meaning set forth in Section 11.01(b).

“ **Share Settlement** ” means (a) a number of shares of Class A Common Stock equal to the number of Redeemed Units or (b) if the Redeemed Member specifies in its applicable Redemption Notice that all or any portion of its Redeemed Units are to be redeemed for Class B-1 Common Stock (a “ **Class B-1 Redemption Election** ”), a number of shares of (i) Class A Common Stock equal to the number of Redeemed Units that the Redeemed Member specifies in such Redemption Notice are to be redeemed for Class A Common Stock and (ii) Class B-1 Common Stock equal to the number of Redeemed Units that the Redeemed Member specifies in such Redemption Notice are to be redeemed for Class B-1 Common Stock; *provided* that (x) the Redeemed Members collectively shall not be permitted to redeem more than a total of 12,328,767 Common Units (as adjusted for any equity split, equity distribution, recapitalization, combination, reclassification or similar change in the capital structure of the Company following the date hereof) in the aggregate for Class B-1 Common Stock (the “ **Class B-1 Redemption Cap** ”) and (y) if a Redeemed Member makes a Class B-1 Redemption Election that (together with all prior Redemptions) would exceed the Class B-1 Redemption Cap, its applicable Redemption Notice shall be deemed to have specified that such excess number of Redeemed Units instead be redeemed for Class A Common Stock.

“ **Stock Exchange** ” means the New York Stock Exchange, or such other stock exchange or securities market on which shares of Class A Common Stock are at any time listed or quoted.

“ **Stockholders Agreement** ” means that certain Stockholders Agreement, dated as of October 17, 2017, by and among the Corporation and the other parties named therein (together with any joinder thereto from time to time by any successor or assign to any party to such Agreement).

“ **Subsidiary** ” means, with respect to any Person, any corporation, limited liability company, partnership, association or business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time

owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of the voting interests thereof are at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, references to a “Subsidiary” of the Company shall be given effect only at such times that the Company has one or more Subsidiaries, and, unless otherwise indicated, the term “Subsidiary” refers to a Subsidiary of the Company.

“**Substituted Member**” means a Person that is admitted as a Member to the Company pursuant to Section 12.01.

“**Tax Distribution Date**” means any date that is two Business Days prior to the date on which estimated federal income tax payments are required to be made by corporate taxpayers and the due date for federal income tax returns of corporate taxpayers (without regard to extensions).

“**Tax Matters Partner**” has the meaning set forth in Section 9.03.

“**Tax Receivable Agreement**” means the Tax Receivable Agreement, dated as of May 4, 2018, by and among the Company, the Corporation and the other Members from time to time party thereto (as may be amended or supplemented from time to time).

“**Taxable Year**” means the Company’s accounting period for U.S. federal income tax purposes determined pursuant to Section 9.02.

“**Trading Day**” means a day on which the Stock Exchange or such other principal United States securities exchange on which the Class A Common Stock is listed or admitted to trading is open for the transaction of business (unless such trading shall have been suspended for the entire day).

“**Transfer**” (and, with a correlative meaning, “**Transferring**”) means any sale, transfer, assignment, pledge, encumbrance or other disposition of (whether directly or indirectly, whether with or without consideration and whether voluntarily or involuntarily or by operation of Law) (a) any interest (legal or beneficial) in any Equity Securities of the Company or (b) any equity or other interest (legal or beneficial) in any Member if a majority of the assets of such Member consist of Units; *provided, however*, that a pledge, encumbrance, hypothecation or mortgage to a bank or other institutional lender to secure a loan for borrowed money by any Member shall not constitute a “Transfer” until the foreclosure thereof.

“**Treasury Regulations**” means the regulations promulgated under the Code and any corresponding provisions of succeeding regulations.

“**Unit**” means a Company Interest of a Member or a permitted Assignee in the Company representing a fractional part of the Company Interests of all Members and Assignees as may be established by the Manager from time to time in accordance with Section 3.02; *provided, however*, that any class or group of Units issued shall have the relative rights, powers and duties set forth in this Agreement, and the Company Interest represented by such class or group of Units shall be determined in accordance with such relative rights, powers and duties.

“ *Value* ” means (a) for any stock option, the Market Price for the trading day immediately preceding the date of exercise of a stock option under the applicable Equity Plan and (b) for interest granted pursuant to an Equity Plan other than a stock option, the Market Price for the trading day immediately preceding the Vesting Date.

“ *Vesting Date* ” has the meaning set forth in Section 3.10(c).

ARTICLE II

ORGANIZATIONAL MATTERS

Section 2.01 Formation of Company. The Company was formed on June 15, 2004 pursuant to the provisions of the Delaware Act.

Section 2.02 Third Amended and Restated Limited Liability Company Agreement. The Members hereby execute this Agreement for the purpose of continuing the affairs of the Company without dissolution and the conduct of its business in accordance with the provisions of the Delaware Act. This Agreement amends and restates the Second A&R LLC Agreement in its entirety and shall constitute the “limited liability company agreement” (as that term is used in the Delaware Act) of the Company effective as of the date set forth above. The Members hereby agree that during the term of the Company set forth in Section 2.06, the rights and obligations of the Members with respect to the Company will be determined in accordance with the terms and conditions of this Agreement and the Delaware Act. On any matter upon which this Agreement is silent, the Delaware Act shall control. No provision of this Agreement shall be in violation of the Delaware Act and to the extent any provision of this Agreement is in violation of the Delaware Act, such provision shall be void and of no effect to the extent of such violation without affecting the validity of the other provisions of this Agreement; *provided, however*, that where the Delaware Act provides that a provision of the Delaware Act shall apply “unless otherwise provided in a limited liability company agreement” or words of similar effect, the provisions of this Agreement shall in each instance control; *provided further*, that notwithstanding the foregoing, Section 18-210 of the Delaware Act shall not apply or be incorporated into this Agreement.

Section 2.03 Name. The name of the Company shall be “Amneal Pharmaceuticals LLC”. The Manager in its sole discretion may change the name of the Company at any time and from time to time in accordance with the Delaware Act. Notification of any such change shall be given to all of the Members and, to the extent practicable, to all of the holders of any Equity Securities then outstanding. The Company’s business may be conducted under its name and/or any other name or names deemed advisable by the Manager.

Section 2.04 Purpose. The primary business and purpose of the Company shall be to engage in such activities as are permitted under the Delaware Act and determined from time to time by the Manager in accordance with the terms and conditions of this Agreement.

Section 2.05 Principal Office; Registered Office. The principal office of the Company shall be at 400 Crossing Boulevard, 3rd Floor, Bridgewater, NJ 08807, or such other place as the Manager may from time to time designate. The address of the registered office of the Company in the State of Delaware shall be 251 Little Falls Drive, Wilmington, County of New Castle, DE 19808, and the registered agent for service of process on the Company in the State of Delaware at such registered office shall be the Corporation Service Company. The Manager may from time to time change the Company's registered agent and registered office in the State of Delaware in accordance with the Delaware Act.

Section 2.06 Term. The term of the Company commenced upon the filing of the Certificate in accordance with the Delaware Act and shall continue until dissolution of the Company in accordance with the provisions of Article XIV. The existence of the Company shall continue as a separate legal entity until cancellation of the Certificate as provided in the Delaware Act.

Section 2.07 No State-Law Partnership. The Members intend that the Company not be a partnership (including a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member by virtue of this Agreement, for any purposes other than as set forth in the last sentence of this Section 2.07, and neither this Agreement nor any other document entered into by the Company or any Member relating to the subject matter hereof shall be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for U.S. federal (and applicable state and local) income tax purposes, and that each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

ARTICLE III MEMBERS; UNITS; CAPITALIZATION

Section 3.01 Members.

(a) Each Original Member previously was admitted as a Member and shall remain a Member of the Company upon the Effective Time. At the Effective Time and concurrently with the Impax Contribution, the Corporation shall be admitted to the Company as a Member.

(b) The Company shall maintain a schedule setting forth: (i) the name of each Member; (ii) the aggregate number of outstanding Units and the number and class of Units held by each Member; (iii) the aggregate amount of cash Capital Contributions that has been made by the Members with respect to their Units; and (iv) the Fair Market Value of any property other than cash contributed by the Members with respect to their Units (including, if applicable, a description and the amount of any liability assumed by the Company or to which contributed property is subject) (such schedule, the "***Schedule of Members***"). The applicable Schedule of Members in effect as of the Effective Time (after giving effect to the Recapitalization and the Impax Contribution) is set forth as Schedule 1 to this Agreement. The Schedule of Members shall be the definitive record of ownership of each Unit of the Company and all relevant information with respect to each Member. The Company shall be entitled to recognize the exclusive right of a Person registered on the Schedule of Members as the owner of Units for all purposes and shall not be bound to recognize any equitable or other claim to or interest in Units on the part of any other Person, whether or not it shall have express or other notice thereof, except as otherwise provided by the Delaware Act.

(c) No Member (other than the Corporation as expressly provided for in this Agreement) shall be required to make any additional Capital Contributions without such Member's consent. No Member shall be required or, except as approved by the Manager pursuant to Section 6.01 and in accordance with the other provisions of this Agreement, permitted to loan any money or property to the Company or borrow any money or property from the Company.

Section 3.02 Units. Interests in the Company shall be represented by Units, or such other securities of the Company, in each case as the Manager may establish in its discretion in accordance with the terms and subject to the restrictions hereof. Immediately after the Effective Time, the Units will be comprised of a single class of Common Units. To the extent required pursuant to Section 3.04(a), the Manager may create one or more classes or series of Common Units or preferred Units solely to the extent they are in the aggregate substantially equivalent to a class of common stock of the Corporation or class or series of preferred stock of the Corporation.

Section 3.03 Recapitalization; the Corporation's Capital Contribution; the Corporation's Purchase of Common Units.

(a) *Recapitalization*. In accordance with the Business Combination Agreement, at the Business Combination Closing, all Original Class A Units, Original Class D Units, Original Class E Units, Original Class F Units, Original Class G Units and Original Class H Units that were issued and outstanding and held by the Original Members prior to the execution and effectiveness of this Agreement are hereby converted into the number of Common Units set forth next to each Original Member's name on Schedule 1, which are hereby issued and outstanding as of the Effective Time (collectively, the "*Recapitalization*").

(b) *The Impax Contribution*. Pursuant to the Business Combination Agreement, as of the Effective Time, the Corporation has contributed to the Company the Impax Contributed Interests, and the Company has issued to the Corporation in exchange therefor the number of Common Units set forth next to the Corporation's name on Schedule 1 (the "*Impax Contribution*"). The parties hereto acknowledge and agree that the Impax Contribution will result in a "revaluation of partnership property" and corresponding adjustments to Capital Account balances as described in Section 1.704-1(b)(2)(iv)(f) of the Treasury Regulations.

Section 3.04 Authorization and Issuance of Additional Units.

(a) If at any time the Corporation issues a share of its Class A Common Stock or Class B-1 Common Stock or any other Equity Security of the Corporation, (i) the Company shall issue to the Corporation one Common Unit (if the Corporation issues a share of Class A Common Stock or Class B-1 Common Stock), or such other Equity Security of the Company (if the Corporation issues Equity Securities other than Class A Common Stock or Class B-1 Common Stock) corresponding to the Equity Securities issued by the Corporation, and with substantially the same rights to dividends and distributions (including distributions upon liquidation) and other economic rights as those of such Equity Securities of the Corporation and (ii) the net proceeds received by the Corporation with respect to the corresponding share of Class A Common Stock, Class B-1 Common Stock or other Equity Security, if any, shall be concurrently contributed by the Corporation to the Company as a Capital Contribution; *provided*,

that if the Corporation issues any shares of Class A Common Stock or Class B-1 Common Stock in order to directly purchase from another Member (other than the Corporation) a number of Common Units pursuant to Section 11.03(a) (and a corresponding number of shares of Class B Common Stock), then the Company shall not issue any new Common Units in connection therewith and the Corporation shall not be required to transfer such net proceeds to the Company (it being understood that such net proceeds shall instead be transferred to such other Member as consideration for such purchase). Notwithstanding the foregoing, this Section 3.04(a) shall not apply to (i) (A) the issuance and distribution to holders of shares of Class A Common Stock or Class B-1 Common Stock of rights to purchase Equity Securities of the Corporation under a “poison pill” or similar shareholders rights plan or (B) the issuance (including under the Corporation’s Equity Plans) of any warrants, options, other rights or property that are convertible into or exercisable or exchangeable for Common Stock, but shall in each of the foregoing cases apply to the issuance of Common Stock in connection with the conversion, exercise or settlement of such rights, warrants, options or other rights or property or (ii) the issuance of Common Stock pursuant to any Equity Plan that is restricted, subject to forfeiture or otherwise unvested upon issuance (“**Corporation Restricted Shares**”), but shall apply on the applicable Vesting Date with respect to such Corporation Restricted Shares. Except pursuant to Article XI, (x) the Company may not issue any additional Common Units to the Corporation or any of its Subsidiaries unless substantially simultaneously the Corporation or such Subsidiary issues or sells an equal number of shares of the Corporation’s Class A Common Stock or Class B-1 Common Stock to another Person, and (y) the Company may not issue any other Equity Securities of the Company to the Corporation or any of its Subsidiaries unless substantially simultaneously the Corporation or such Subsidiary issues or sells, to another Person, an equal number of shares of a new class or series of Equity Securities of the Corporation or such Subsidiary with substantially the same rights to dividends and distributions (including distributions upon liquidation) and other economic rights as those of such Equity Securities of the Company.

(b) The Company shall only be permitted to issue additional Units or other Equity Securities in the Company to the Persons and on the terms and conditions provided for in Section 3.02, this Section 3.04 and Section 3.11.

(c) The Company shall not in any manner effect any subdivision (by equity split, equity distribution, reclassification, recapitalization or otherwise) or combination (by reverse equity split, reclassification, recapitalization or otherwise) of the outstanding Common Units unless accompanied by an identical subdivision or combination, as applicable, of the outstanding Class A Common Stock and Class B-1 Common Stock, with corresponding changes made with respect to any other exchangeable or convertible securities. The Corporation shall not in any manner effect any subdivision (by stock split, stock dividend, reclassification, recapitalization or otherwise) or combination (by reverse stock split, reclassification, recapitalization or otherwise) of the outstanding Class A Common Stock or Class B-1 Common Stock unless accompanied by an identical subdivision or combination, as applicable, of the outstanding Common Units, with corresponding changes made with respect to any other exchangeable or convertible securities. The Company shall not in any manner effect any subdivision (by equity split, equity distribution, reclassification, recapitalization or otherwise) or combination (by reverse equity split, reclassification, recapitalization or otherwise) of any outstanding Equity Securities of the Company (other than the Common Units) unless accompanied by an identical subdivision or combination, as applicable, of the corresponding Equity Securities of the Corporation, with

corresponding changes made with respect to any other exchangeable or convertible securities. The Corporation shall not in any manner effect any subdivision (by stock split, stock dividend, reclassification, recapitalization or otherwise) or combination (by reverse stock split, reclassification, recapitalization or otherwise) of any outstanding Equity Securities of the Corporation (other than the Class A Common Stock or Class B-1 Common Stock) unless accompanied by an identical subdivision or combination, as applicable, of the corresponding Equity Securities of the Company, with corresponding changes made with respect to any other exchangeable or convertible securities.

Section 3.05 Repurchases or Redemptions. The Corporation or any of its Subsidiaries may not redeem, repurchase or otherwise acquire (i) any shares of Class A Common Stock or Class B-1 Common Stock unless substantially simultaneously the Company redeems, repurchases or otherwise acquires from the Corporation an equal number of Common Units for the same price per security or (ii) any other Equity Securities of the Corporation unless substantially simultaneously the Company redeems, repurchases or otherwise acquires from the Corporation an equal number of Equity Securities of the Company of a corresponding class or series with substantially the same rights to dividends and distributions (including distributions upon liquidation) and other economic rights as those of such Equity Securities of the Corporation for the same price per security. The Company may not redeem, repurchase or otherwise acquire (A) any Common Units from the Corporation or any of its Subsidiaries unless substantially simultaneously the Corporation or such Subsidiary redeems, repurchases or otherwise acquires an equal number of shares of Class A Common Stock or Class B-1 Common Stock for the same price per security from holders thereof or (B) any other Equity Securities of the Company from the Corporation or any of its Subsidiaries unless substantially simultaneously the Corporation or such Subsidiary redeems, repurchases or otherwise acquires for the same price per security an equal number of Equity Securities of the Corporation of a corresponding class or series with substantially the same rights to dividends and distributions (including distribution upon liquidation) and other economic rights as those of such Equity Securities of the Corporation. Notwithstanding the foregoing, to the extent that any consideration payable by the Corporation in connection with the redemption or repurchase of any shares of Class A Common Stock, Class B-1 Common Stock or other Equity Securities of the Corporation or any of its Subsidiaries consists (in whole or in part) of shares of Class A Common Stock, Class B-1 Common Stock or such other Equity Securities (including, for the avoidance of doubt, in connection with the cashless exercise of an option or warrant), then the redemption or repurchase of the corresponding Common Units or other Equity Securities of the Company shall be effectuated in an equivalent manner.

Section 3.06 Certificates Representing Units; Lost, Stolen or Destroyed Certificates; Registration and Transfer of Units.

(a) Units shall not be certificated unless otherwise determined by the Manager. If the Manager determines that one or more Units shall be certificated, each such certificate shall be signed by or in the name of the Company, by the Chief Executive Officer and any other officer designated by the Manager, representing the number of Units held by such holder. Such certificate shall be in such form (and shall contain such legends) as the Manager may determine. Any or all of such signatures on any certificate representing one or more Units may be a facsimile, engraved or printed, to the extent permitted by applicable Law. The Manager agrees that it shall not elect to treat any Unit as a “security” within the meaning of Article 8 of the Uniform Commercial Code unless thereafter all Units then outstanding are represented by one or more certificates.

(b) If Units are certificated, the Manager may direct that a new certificate representing one or more Units be issued in place of any certificate theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon delivery to the Manager of an affidavit of the owner or owners of such certificate, setting forth such allegation. The Manager may require the owner of such lost, stolen or destroyed certificate, or such owner's legal representative, to give the Company a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of any such new certificate.

(c) Upon surrender to the Company or the transfer agent of the Company, if any, of a certificate for one or more Units, duly endorsed or accompanied by appropriate evidence of succession, assignment or authority to transfer, in compliance with the provisions hereof, the Company shall issue a new certificate representing one or more Units to the Person entitled thereto, cancel the old certificate and record the transaction upon its books. Subject to the provisions of this Agreement, the Manager may prescribe such additional rules and regulations as it may deem appropriate relating to the issue, Transfer and registration of Units.

Section 3.07 Negative Capital Accounts. No Member shall be required to pay to any other Member or the Company any deficit or negative balance which may exist from time to time in such Member's Capital Account (including upon and after dissolution of the Company).

Section 3.08 No Withdrawal. No Person shall be entitled to withdraw any part of such Person's Capital Contribution or Capital Account or to receive any Distribution from the Company, except as expressly provided in this Agreement.

Section 3.09 Loans From Members. Loans by Members to the Company shall not be considered Capital Contributions. Subject to the provisions of Section 3.01(c), the amount of any such advances shall be a debt of the Company to such Member and shall be payable or collectible in accordance with the terms and conditions upon which such advances are made.

Section 3.10 Tax Treatment of Corporate Equity Plans.

(a) *Options Granted to Persons Other than LLC Employees*. If at any time or from time to time, in connection with any Equity Plan, a stock option granted over shares of Class A Common Stock to a Person other than an LLC Employee is duly exercised, notwithstanding the amount of the Capital Contribution actually made pursuant to Section 3.04(a), solely for U.S. federal (and applicable state and local) income tax purposes, the Corporation shall be deemed to have contributed to the Company as a Capital Contribution, in lieu of the Capital Contribution actually made and in consideration of additional Common Units, an amount equal to the Value of a share of Class A Common Stock as of the date of such exercise multiplied by the number of shares of Class A Common Stock then being issued by the Corporation in connection with the exercise of such stock option.

(b) *Options Granted to LLC Employees* . If at any time or from time to time, in connection with any Equity Plan, a stock option granted over shares of Class A Common Stock to an LLC Employee is duly exercised, solely for U.S. federal (and applicable state and local) income tax purposes, the following transactions shall be deemed to have occurred:

(i) The Corporation shall sell to the Optionee, and the Optionee shall purchase from the Corporation, for a cash price per share equal to the Value of a share of Class A Common Stock at the time of the exercise, the number of shares of Class A Common Stock equal to the quotient of (x) the exercise price payable by the Optionee in connection with the exercise of such stock option divided by (y) the Value of a share of Class A Common Stock at the time of such exercise.

(ii) The Corporation shall sell to the Company (or if the Optionee is an employee of, or other service provider to, a Subsidiary, the Corporation shall sell to such Subsidiary), and the Company (or such Subsidiary, as applicable) shall purchase from the Corporation, a number of shares of Class A Common Stock equal to the excess of (x) the number of shares of Class A Common Stock as to which such stock option is being exercised over (y) the number of shares of Class A Common Stock sold pursuant to Section 3.10(b)(i) hereof. The purchase price per share of Class A Common Stock for such sale of shares of Class A Common Stock to the Company (or such Subsidiary) shall be the Value of a share of Class A Common Stock as of the date of exercise of such stock option.

(iii) The Company shall transfer to the Optionee (or if the Optionee is an employee of, or other service provider to, a Subsidiary, the Subsidiary shall transfer to the Optionee) at no additional cost to such LLC Employee and as additional compensation to such LLC Employee, the number of shares of Class A Common Stock described in Section 3.10(b)(ii).

(iv) The Corporation shall be deemed to have contributed any amounts received by the Corporation pursuant to Section 3.10(b)(i) and any amount deemed to be received by the Company pursuant to Section 3.10(b)(ii) in connection with the exercise of such stock option.

The transactions described in this Section 3.10(b) are intended to comply with the provisions of Treasury Regulations Section 1.1032-3 and shall be interpreted consistently therewith.

(c) *Restricted Stock Granted to LLC Employees* . If at any time or from time to time, in connection with any Equity Plan, any shares of Class A Common Stock are issued to an LLC Employee (including any Corporation Restricted Shares) in consideration for services performed for the Company or any Subsidiary, on the date (such date, the “**Vesting Date**”) that the Value of such shares is includible in taxable income of such LLC Employee, the following events will be deemed to have occurred solely for U.S. federal (and applicable state and local) income tax purposes: (a) the Corporation shall be deemed to have sold such shares of Class A Common Stock to the Company (or if such LLC Employee is an employee of, or other service provider to, a Subsidiary, to such Subsidiary) for a purchase price equal to the Value of such shares of Class A Common Stock, (b) the Company (or such Subsidiary) shall be deemed to have delivered such

shares of Class A Common Stock to such LLC Employee, (c) the Corporation shall be deemed to have contributed the purchase price for such shares of Class A Common Stock to the Company as a Capital Contribution, and (d) in the case where such LLC Employee is an employee of a Subsidiary, the Company shall be deemed to have contributed such amount to the capital of the Subsidiary.

(d) *Future Stock Incentive Plans* . Nothing in this Agreement shall be construed or applied to preclude or restrain the Corporation from adopting, modifying or terminating stock incentive plans for the benefit of employees, directors or other business associates of the Corporation, the Company or any of their respective Affiliates. The Members acknowledge and agree that, in the event that any such plan is adopted, modified or terminated by the Corporation, amendments to this Section 3.10 may become necessary or advisable and that any approval or consent to any such amendments requested by the Corporation shall be deemed granted by the Manager without the requirement of any further consent or acknowledgement of any other Member.

(e) *Anti-dilution Adjustments*. For all purposes of this Section 3.10, the number of shares of Class A Common Stock and the corresponding number of Common Units shall be determined after giving effect to all anti-dilution or similar adjustments that are applicable, as of the date of exercise or vesting, to the option, warrant, restricted stock or other equity interest that is being exercised or becomes vested under the applicable Equity Plan and applicable award or grant documentation.

Section 3.11 Dividend Reinvestment Plan, Cash Option Purchase Plan, Stock Incentive Plan or Other Plan . Except as may otherwise be provided in this Article III, all amounts received or deemed received by the Corporation in respect of any dividend reinvestment plan, cash option purchase plan, stock incentive or other stock or subscription plan or agreement, either (a) shall be utilized by the Corporation to effect open market purchases of shares of Class A Common Stock, or (b) if the Corporation elects instead to issue new shares of Class A Common Stock with respect to such amounts, shall be contributed by the Corporation to the Company in exchange for additional Common Units. Upon such contribution, the Company will issue to the Corporation a number of Common Units equal to the number of new shares of Class A Common Stock so issued.

ARTICLE IV DISTRIBUTIONS

Section 4.01 Distributions .

(a) *Distributable Cash; Other Distributions* . To the extent permitted by applicable Law and hereunder, Distributions to Members may be declared by the Manager out of Distributable Cash or other funds or property legally available therefor in such amounts and on such terms (including the payment dates of such Distributions) as the Manager shall determine using such record date as the Manager may designate; such Distributions shall be made to the Members as of the close of business on such record date on a pro rata basis in accordance with each Member's Percentage Interest as of the close of business on such record date; *provided, however* , that the Manager shall have the obligation to make Distributions as set forth in Sections

4.01(b) and 14.02; and *provided further* that, notwithstanding any other provision herein to the contrary, no Distributions shall be made to any Member to the extent such Distribution would violate Section 18-607 or Section 18-804 of the Delaware Act. Promptly following the designation of a record date and the declaration of a Distribution pursuant to this Section 4.01(a), the Manager shall give notice to each Member of the record date, the amount and the terms of the Distribution and the payment date thereof. In furtherance of the foregoing, it is intended that the Manager shall, to the extent permitted by applicable Law and hereunder, have the right in its reasonable discretion to make Distributions to the Members pursuant to this Section 4.01(a) in such amounts as shall enable the Corporation to pay dividends or to meet its obligations (to the extent such obligations are not otherwise able to be satisfied as a result of Tax Distributions required to be made pursuant to Section 4.01(b) or reimbursements required to be made pursuant to Section 6.06).

(b) *Tax Distributions*. With respect to any tax period (or the portion thereof) ending after the date hereof, the Company shall, on each Tax Distribution Date, make Distributions to all Members pro rata, in accordance with each Member's Percentage Interest, an amount of cash pursuant to this Section 4.01(b) until each Member, other than the Corporation, has received an amount at least equal to its Assumed Tax Liability and the Corporation has received an amount sufficient to enable it to timely (x) satisfy all of its U.S. federal, state and local and non-U.S. tax liabilities, and (y) meet its obligations pursuant to the Tax Receivable Agreement. To the extent that any Member would not otherwise receive its Percentage Interest of the aggregate tax Distributions to be paid pursuant to this Section 4.01(b) on any Tax Distribution Date, the tax Distributions to such Member shall be increased to ensure that all Distributions made pursuant to this Section 4.01(b) are made pro rata in accordance with such Member's Percentage Interest.

(c) *Tax Refunds of the Corporation*. All refunds for taxes received by the Corporation after the Effective Time that are attributable to taxable periods (or portions thereof) ending on or before the Effective Time shall be promptly transferred to the Company for no consideration and no additional Units shall be issued to the Corporation in respect of any such transfer. Such transfers shall not constitute Capital Contributions and shall have no effect on the Capital Accounts of any Member.

Section 4.02 Restricted Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any Distribution to any Member on account of any Company Interest if such Distribution would violate any applicable Law or the terms of the Credit Agreements or result in a default (or an event that, with notice or the lapse of time or both, would constitute a default) thereunder.

ARTICLE V CAPITAL ACCOUNTS; ALLOCATIONS; TAX MATTERS

Section 5.01 Capital Accounts.

(a) The Company shall maintain a separate Capital Account for each Member according to the rules of Treasury Regulations Section 1.704-1(b)(2)(iv). For this purpose, the Company may (in the reasonable discretion of the Manager), upon the occurrence of the events specified in Treasury Regulations Section 1.704-1(b)(2)(iv)(f), increase or decrease the Capital

Accounts in accordance with the rules of such Treasury Regulations and Treasury Regulations Section 1.704-1(b)(2)(iv)(g) to reflect a revaluation of Company property. The Capital Account balance of each of the Members as of the date hereof, as adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(f), is its respective "Contribution Closing Capital Account Balance" set forth on the Schedule of Members.

(b) For purposes of computing the amount of any item of Company income, gain, loss or deduction to be allocated pursuant to this Article V and to be reflected in the Capital Accounts of the Members, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for U.S. federal income tax purposes (including any method of depreciation, cost recovery or amortization used for this purpose); *provided, however*, that:

(i) The computation of all items of income, gain, loss and deduction shall include those items described in Code Section 705(a)(1)(B) or Code Section 705(a)(2)(B) and Treasury Regulations Section 1.704-1(b)(2)(iv)(i), without regard to the fact that such items are not includable in gross income or are not deductible for U.S. federal income tax purposes.

(ii) If the Book Value of any Company property is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(e) or (f), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property.

(iii) Items of income, gain, loss or deduction attributable to the disposition of Company property having a Book Value that differs from its adjusted basis for tax purposes shall be computed by reference to the Book Value of such property.

(iv) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing Profits or Losses, there shall be taken into account Depreciation for such Taxable Year or other Fiscal Period.

(v) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

(vi) Items specifically allocated under Section 5.03 shall be excluded from the computation of Profits and Losses.

Section 5.02 Allocations. After giving effect to the allocations under Section 5.03, and subject to Section 5.04, Profits, Losses and, to the extent necessary, individual items of income, gain, loss, credit and deduction, for any Taxable Year or other Fiscal Period shall be allocated among the Capital Accounts of the Members on a pro rata basis in accordance with each Member's Percentage Interest.

Section 5.03 Regulatory and Special Allocations.

(a) Partner nonrecourse deductions (as defined in Treasury Regulations Section 1.704-2(i)(2)) attributable to partner nonrecourse debt (as defined in Treasury Regulations Section 1.704-2(b)(4)) shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). If there is a net decrease during a Taxable Year in Member Minimum Gain, items of Company income and gain for such Taxable Year (and, if necessary, for subsequent Taxable Years) shall be allocated to the Members in the amounts and of such character as determined according to Treasury Regulations Section 1.704-2(i)(4).

(b) Nonrecourse deductions (as determined according to Treasury Regulations Section 1.704-2(b)(1)) for any Taxable Year shall be allocated pro rata among the Members in accordance with their Percentage Interests. Except as otherwise provided in Section 5.03(a), if there is a net decrease in the Company Minimum Gain during any Taxable Year, each Member shall be allocated items of Company income and gain for such Taxable Year (and, if necessary, for subsequent Taxable Years) in the amounts and of such character as determined according to Treasury Regulations Section 1.704-2(f). This Section 5.03(b) is intended to be a minimum gain chargeback provision that complies with the requirements of Treasury Regulations Section 1.704-2(f), and shall be interpreted in a manner consistent therewith.

(c) If any Member that unexpectedly receives an adjustment, allocation or Distribution described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6) has an Adjusted Capital Account Deficit as of the end of any Taxable Year, computed after the application of Sections 5.03(a) and 5.03(b) but before the application of any other provision of this Article V, then items of Company income and gain for such Taxable Year shall be allocated to such Member in proportion to, and to the extent of, such Adjusted Capital Account Deficit. This Section 5.03(c) is intended to be a qualified income offset provision as described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted in a manner consistent therewith.

(d) If the allocation of Losses to a Member as provided in Section 5.02 would create or increase an Adjusted Capital Account Deficit, there shall be allocated to such Member only that amount of Losses as will not create or increase an Adjusted Capital Account Deficit. The Losses that would, absent the application of the preceding sentence, otherwise be allocated to such Member shall be allocated to the other Members in accordance with their relative Percentage Interests, subject to this Section 5.03(d).

(e) Profits and Losses described in Section 5.01(b)(v) shall be allocated in a manner consistent with the manner that the adjustments to the Capital Accounts are required to be made pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(j) and (m).

(f) The allocations set forth in Section 5.03(a) through and including Section 5.03(d) (the “**Regulatory Allocations**”) are intended to comply with certain requirements of Sections 1.704-1(b) and 1.704-2 of the Treasury Regulations. The Regulatory Allocations may not be consistent with the manner in which the Members intend to allocate Profit and Loss of the Company or make Distributions. Accordingly, notwithstanding the other provisions of this Article V, but subject to the Regulatory Allocations, income, gain, deduction and loss shall be

reallocated among the Members so as to eliminate the effect of the Regulatory Allocations and thereby cause the respective Capital Accounts of the Members to be in the amounts (or as close thereto as possible) they would have been if Profit and Loss (and such other items of income, gain, deduction and loss) had been allocated without reference to the Regulatory Allocations. In general, the Members anticipate that this will be accomplished by specially allocating other Profit and Loss (and such other items of income, gain, deduction and loss) among the Members so that the net amount of the Regulatory Allocations and such special allocations to each such Member is zero. In addition, if in any Taxable Year or other Fiscal Period there is a decrease in Company Minimum Gain, or in Member Minimum Gain, and application of the minimum gain chargeback requirements set forth in Section 5.03(a) or Section 5.03(b) would cause a distortion in the economic arrangement among the Members, the Members may, if they do not expect that the Company will have sufficient other income to correct such distortion, request the Internal Revenue Service to waive either or both of such minimum gain chargeback requirements. If such request is granted, this Agreement shall be applied in such instance as if it did not contain such minimum gain chargeback requirement.

Section 5.04 Tax Allocations.

(a) The income, gains, losses, deductions and credits of the Company will be allocated, for U.S. federal (and applicable state and local) income tax purposes, among the Members in accordance with the allocation of such income, gains, losses, deductions and credits among the Members for computing their Capital Accounts; *provided* that if any such allocation is not permitted by the Code or other applicable Law, the Company's subsequent income, gains, losses, deductions and credits will be allocated among the Members so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) so as to take account of any variation between the adjusted basis of such property to the Company for U.S. federal income tax purposes and its Book Value in a manner consistent with Code Section 704(c) and the applicable Regulations using any method approved under Section 704(c) of the Code and the Treasury Regulations promulgated thereunder as mutually agreed to by the Manager and APHC (or its successor). If the Manager and APHC (or its successor) are unable to agree on such a method, the variation shall be taken into account using the "traditional method," as described in Treasury Regulations Section 1.704-3(b).

(c) If the Book Value of any Company asset is adjusted pursuant to Section 5.01(b), subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for U.S. federal income tax purposes and its Book Value in a manner consistent with Code Section 704(c) and the applicable Regulations using any method approved under Section 704(c) of the Code and the Treasury Regulations promulgated thereunder as mutually agreed to by the Manager and APHC (or its successor). If the Manager and APHC (or its successor) are unable to agree on such a method, the variation shall be taken into account using the "traditional method," as described in Treasury Regulations Section 1.704-3(b).

(d) In the event of a Transfer of Units, Profits and Losses and other items of income, gain, loss and deduction of the Company attributable to such transferred Units for the Fiscal Period in which such Transfer occurs shall be determined using either the interim closing of the books method or the proration method, as mutually agreed to by the Corporation and APHC (or its successor) for so long as APHC (or its successor) remains a Member and at the election of the Corporation thereafter.

(e) If, as a result of an exercise of a noncompensatory option to acquire an interest in the Company, a Capital Account reallocation is required under Treasury Regulations Section 1.704-1(b)(2)(iv)(s)(3), the Company shall make corrective allocations pursuant to Treasury Regulations Section 1.704-1(b)(4)(x).

(f) Allocations of tax credits, tax credit recapture, and any items related thereto shall be allocated to the Members pro rata as determined by the Manager taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(g) Each Member's share of the Company's "excess nonrecourse liabilities" shall be determined in accordance with Treasury Regulations Section 1.752-3(a)(3) using a method mutually agreed to by the Manager and APHC (or its successor). If the Manager and APHC (or its successor) are unable to agree on such a method, the Company's excess nonrecourse liabilities shall be allocated to the Members using the "additional method," as described in Treasury Regulations Section 1.752-3(a)(3).

(h) Allocations pursuant to this Section 5.04 are solely for purposes of U.S. federal (and applicable state and local) income taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, Distributions or other Company items pursuant to any provision of this Agreement.

Section 5.05 Withholding; Reimbursement for Payments on Behalf of a Member. The Company and its Subsidiaries may withhold from distributions, allocations or portions thereof if it is required to do so by any applicable Law, and each Member hereby authorizes the Company and its Subsidiaries to withhold or pay on behalf of or with respect to such Member any amount of U.S. federal, state, or local or non-U.S. taxes that the Manager determines, in good faith, that the Company or any of its Subsidiaries is required to withhold or pay with respect to any amount distributable or allocable to such Member pursuant to this Agreement. In addition, if the Company is obligated to pay any other amount to a Governmental Entity (or otherwise makes a payment to a Governmental Entity) that is specifically attributable to a Member (including U.S. federal income taxes as a result of Company obligations pursuant to the Revised Partnership Audit Provisions with respect to items of income, gain, loss deduction or credit allocable or attributable to such Member, state personal property taxes and state unincorporated business taxes, but excluding payments such as professional association fees and the like made voluntarily by the Company on behalf of any Member based upon such Member's status as an employee of the Company), then such tax shall be treated as an amount of taxes withheld or paid with respect to such Member pursuant to this Section 5.05. For all purposes under this Agreement, any amounts withheld or paid with respect to a Member pursuant to this Section 5.05 shall be treated as having been distributed to such Member at the time such withholding or payment is made. Further, to the extent that the cumulative amount of such withholding or payment for any period

exceeds the distributions to which such Member is entitled for such period, such Member shall reimburse the Company in full for the amount of such excess. The Manager may offset Distributions to which a Person is otherwise entitled under this Agreement against such Person's obligation to reimburse the Company under this Section 5.05. A Member's obligation to reimburse the Company under this Section 5.05 shall survive the termination, dissolution, liquidation and winding up of the Company, and for purposes of this Section 5.05, the Company shall be treated as continuing in existence. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 5.05, including instituting a lawsuit to collect amounts owed under such reimbursement obligation with interest accruing from the date such withholding or payment is made by the Company at a rate per annum equal to the Base Rate (but not in excess of the highest rate per annum permitted by Law). Any income from such reimbursement (and interest) shall not be allocated to or distributed to the Member reimbursing such amount (and interest). Each Member hereby agrees to furnish to the Company such information and forms as required or reasonably requested in order to comply with any laws and regulations governing withholding of tax or in order to claim any reduced rate of, or exemption from, withholding to which the Member is legally entitled.

ARTICLE VI MANAGEMENT

Section 6.01 Authority of Manager.

(a) Except for situations in which the approval of any Member(s) is specifically required by this Agreement and for situations in which the approval of the Conflicts Committee is required pursuant to the Stockholders Agreement, or as otherwise provided in this Agreement, (i) all management powers over the business and affairs of the Company shall be exclusively vested in the Corporation, as the sole managing member of the Company (the Corporation, in such capacity, or any other Person appointed in accordance with Section 6.04, the "**Manager**") and (ii) the Manager shall conduct, direct and exercise full control over all activities of the Company. The Manager shall be the "manager" of the Company for the purposes of the Delaware Act. Except as otherwise expressly provided for herein and subject to the other provisions of this Agreement, the Members hereby consent to the exercise by the Manager of all such powers and rights conferred on the Members by the Delaware Act with respect to the management and control of the Company. Any vacancies in the position of Manager shall be filled in accordance with Section 6.04.

(b) The day-to-day business and operations of the Company shall be overseen and implemented by officers of the Company (each, an "**Officer**" and collectively, the "**Officers**"), subject to the limitations imposed by the Manager. An Officer may, but need not, be a Member. Each Officer shall be appointed by the Manager and shall hold office until his or her successor shall be duly designated and shall qualify or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided. Any one Person may hold more than one office. Subject to the other provisions in this Agreement (including in Section 6.07 below), the salaries or other compensation, if any, of the Officers of the Company shall be fixed from time to time by the Manager. The authority and responsibility of the Officers shall include, but not be limited to, such duties as the Manager may, from time to time, delegate to them and the carrying out of the Company's business and affairs on a day-to-day basis. An Officer may

also perform one or more roles as an officer of the Manager. The Manager may remove any Officer from office at any time, with or without cause. If any vacancy shall occur in any office, for any reason whatsoever, then the Manager shall have the right to appoint a new Officer to fill the vacancy. Notwithstanding anything to the contrary herein, at the Effective Time, the Manager shall appoint the chief executive officer of the Corporation to serve as the chief executive officer of the Company until his death or until he shall resign or shall have been removed by the Manager in the manner provided herein.

(c) Subject to the other provisions of this Agreement, the Manager shall have the power and authority to effectuate the sale, lease, transfer, exchange or other disposition of any, all or substantially all of the assets of the Company (including the exercise or grant of any conversion, option, privilege or subscription right or any other right available in connection with any assets at any time held by the Company) or the merger, consolidation, reorganization or other combination of the Company with or into another entity.

Section 6.02 Actions of the Manager. The Manager may act through any Officer or through any other Person or Persons to whom authority and duties have been delegated pursuant to Section 6.07.

Section 6.03 Resignation; No Removal. The Corporation shall not, by any means, resign as, cease to be or be replaced as the Manager except in compliance with this Section 6.03. No termination or replacement of the Corporation as the Manager shall be effective unless proper provision is made, in compliance with this Agreement, so that the obligations of the Corporation (or its successor, if applicable) and any new Manager and the rights of all Members under this Agreement and applicable Law remain in full force and effect. No appointment of a Person other than the Corporation (or its successor, as applicable) as the Manager shall be effective unless the Corporation (or its successor, as applicable) and the new Manager (as applicable) provide all of the other Members with contractual rights, directly enforceable by such other Members against the Corporation (or its successor, as applicable) and the new Manager (as applicable), to cause (a) the Corporation to comply with all of the Corporation's obligations under this Agreement (including its obligations under Article XI) other than those that must necessarily be taken in its capacity as the Manager and (b) the new Manager to comply with all of the Manager's obligations under this Agreement. For the avoidance of doubt, the Members have no right under this Agreement to remove or replace the Manager.

Section 6.04 Vacancies. Vacancies in the position of Manager occurring for any reason shall be filled by the Corporation (or, if the Corporation has ceased to exist without any successor or assign, then by the holders of a majority in interest of the voting capital stock of the Corporation immediately prior to such cessation). For the avoidance of doubt, the Members (other than the Corporation) have no right under this Agreement to fill any vacancy in the position of Manager.

Section 6.05 Transactions Between Company and Manager. The Manager may cause the Company to contract and deal with the Manager, or any Affiliate of the Manager; *provided* that such contracts and dealings are on terms comparable to and competitive with those available to the Company from others dealing at arm's length or are approved by the Members (other than the Manager and its controlled Affiliates) holding a majority of the Units (excluding Units held

by the Manager and its controlled Affiliates) then outstanding and, in any case, would not violate any provisions of or result in a default (or an event that, with notice or the lapse of time or both, would constitute a default) under the Credit Agreements; and *provided, further*, that any such contracts and dealings that are deemed Related Party Transactions (as defined in the Stockholders Agreement) shall be subject to Conflicts Committee approval.

Section 6.06 Reimbursement for Expenses. The Manager shall not be compensated for its services as Manager of the Company except as expressly provided in this Agreement. The Members acknowledge and agree that the Manager's Class A Common Stock is and will continue to be publicly traded and therefore the Manager will have access to the public capital markets and that such status and the services performed by the Manager will inure to the benefit of the Company and all Members; therefore, the Manager shall be reimbursed by the Company for any reasonable out-of-pocket expenses incurred on behalf of the Company, including all fees, expenses and costs of being a public company (including public reporting obligations, proxy statements, stockholder meetings, stock exchange fees, transfer agent fees, SEC and FINRA filing fees and offering expenses) and maintaining its existence as a separate legal entity, but excluding, for the avoidance of doubt, any payment obligations of the Corporation under the Tax Receivable Agreement. In the event that (i) shares of Class A Common Stock were sold to underwriters in the initial public offering of the Corporation or are sold to underwriters in any public offering after the Effective Time, in each case, at a price per share that is lower than the price per share for which such shares of Class A Common Stock are sold to the public in such public offering after taking into account underwriters' discounts or commissions and brokers' fees or commissions (such difference, the "**Discount**") and (ii) the proceeds from such public offering are used to fund the Cash Settlement for any Redeemed Units or otherwise contributed to the Company, the Company shall reimburse the Manager for such Discount by treating such Discount as an additional Capital Contribution made by the Manager to the Company, issuing Common Units in respect of such deemed Capital Contribution in accordance with Section 11.02, and increasing the Manager's Capital Account by the amount of such Discount. To the extent practicable, expenses incurred by the Manager on behalf of or for the benefit of the Company shall be billed directly to and paid by the Company and, if and to the extent any reimbursements to the Manager or any of its Affiliates by the Company pursuant to this Section 6.06 constitute gross income to such Person (as opposed to the repayment of advances made by such Person on behalf of the Company), such amounts shall be treated as "guaranteed payments" within the meaning of Code Section 707(c) and shall not be treated as distributions for purposes of computing the Members' Capital Accounts.

Section 6.07 Delegation of Authority. The Manager (a) may, from time to time, delegate to one or more Persons such authority and duties as the Manager may deem advisable, and (b) may assign titles (including chief executive officer, president, chief executive officer, chief financial officers, chief operating officer, vice president, secretary, assistant secretary, treasurer or assistant treasurer) and delegate certain authority and duties to such Persons as the same may be amended, restated, supplemented or otherwise modified from time to time. Any number of titles may be held by the same individual. The salaries or other compensation, if any, of such agents of the Company shall be fixed from time to time by the Manager, subject to the other provisions in this Agreement.

Section 6.08 Limitation of Liability of Manager.

(a) Except as otherwise provided herein or in an agreement entered into by such Person and the Company, neither the Manager nor any of the Manager's Affiliates shall be liable to the Company or to any Member that is not the Manager for any act or omission performed or omitted by the Manager in its capacity as the sole managing member of the Company pursuant to authority granted to the Manager by this Agreement; *provided, however*, that, except as otherwise provided herein, such limitation of liability shall not apply to the extent the act or omission was attributable to the Manager's or its Affiliates' or their respective agents' bad faith, willful misconduct or violation of Law in which the Manager or such Affiliate or their respective agents acted with knowledge that its conduct was unlawful, or for any present or future breaches of any representations, warranties, covenants or obligations by the Manager or its Affiliates contained herein or in the other agreements with the Company. The Manager may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its agents, and, to the fullest extent permitted by applicable Law, shall not be responsible for any misconduct or negligence on the part of any such agent (so long as such agent was selected in good faith and with reasonable care). The Manager shall be entitled to rely upon the advice of legal counsel, independent public accountants and other experts, including financial advisors, and any act of or failure to act by the Manager in good faith reliance on such advice shall in no event subject the Manager to liability to the Company or any Member that is not the Manager.

(b) Subject to Section 6.11, whenever in this Agreement the Manager is permitted or required to take any action or to make a decision in its "good faith" or under another express standard, the Manager shall act under such express standard and, to the fullest extent permitted by applicable Law, shall not be subject to any other or different standards imposed by this Agreement or any other agreement contemplated herein, and, notwithstanding anything contained herein to the contrary, so long as the Manager acts in good faith, the resolution, action or terms so made, taken or provided by the Manager shall not constitute a breach of this Agreement or any other agreement contemplated herein or impose liability upon the Manager or any of the Manager's Affiliates.

Section 6.09 Investment Company Act. The Manager shall use its best efforts to ensure that the Company shall not be subject to registration as an investment company pursuant to the Investment Company Act.

Section 6.10 Outside Activities of the Manager. The Manager shall not, directly or indirectly, enter into or conduct any business or operations, other than in connection with (a) the ownership, acquisition and disposition of Common Units, (b) the management of the business and affairs of the Company and its Subsidiaries, (c) the operation of the Manager as a reporting company with a class (or classes) of securities registered under Section 12 of the Exchange Act and listed on a securities exchange, (d) the offering, sale, syndication, private placement or public offering of stock, bonds, securities or other interests, (e) financing or refinancing of any type related to the Company, its Subsidiaries or their assets or activities, and (f) such activities as are incidental to the foregoing; *provided, however*, that, except as otherwise provided herein, the net proceeds of any sale of Equity Securities of the Corporation pursuant to the preceding clauses (d) and (e) shall be made available to the Company as Capital Contributions and the proceeds of any other financing raised by the Manager pursuant to the preceding clauses (d) and (e) shall be made available to the Company as loans or otherwise as appropriate and, *provided further*, that

the Manager may, in its sole and absolute discretion, from time to time hold or acquire assets in its own name or otherwise other than through the Company and its Subsidiaries so long as the Manager takes all necessary measures to ensure that the economic benefits and burdens of such assets are otherwise vested in the Company or its Subsidiaries, through assignment, mortgage loan or otherwise. Nothing contained herein shall be deemed to prohibit the Manager from executing any guarantee of indebtedness of the Company or its Subsidiaries.

Section 6.11 Standard of Care. Subject to the second sentence of this Section 6.11, the Manager shall, in connection with the performance of its duties in its capacity as the Manager, have the same fiduciary duties to the Company and the Members as would be owed to a Delaware corporation and its stockholders by its directors, and shall be entitled to the benefit of the same presumptions in carrying out such duties as would be afforded to a director of a Delaware corporation (as such duties and presumptions are defined, described and explained under the Laws of the State of Delaware as in effect from time to time). Notwithstanding anything to the contrary set forth in this Agreement, the Manager shall not be liable to the Company or its Members for monetary damages for any breach of fiduciary duty that would be owed to a Delaware corporation and its stockholders by its directors; *provided, however*, that this, limitation of liability shall not eliminate or limit the liabilities of the Manager for any breach of the duty of loyalty to the Company or its Members or for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law. The provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities of the Manager otherwise existing at law or in equity, are agreed by the Members to replace, to the fullest extent permitted by applicable Law, such other duties and liabilities of the Manager.

ARTICLE VII RIGHTS AND OBLIGATIONS OF MEMBERS

Section 7.01 Limitation of Liability and Duties of Members: Investment Opportunities.

(a) Except as provided in this Agreement or in the Delaware Act, no Member (including the Manager) shall be obligated personally for any debt, obligation or liability solely by reason of being a Member or acting as the Manager of the Company; *provided* that, in the case of the Manager, and subject to the second sentence of Section 6.11, this sentence shall not in any manner limit the liability of the Manager to the Company or any Member (other than the Manager) attributable to a breach by the Manager of any obligations of the Manager under this Agreement. Notwithstanding anything contained herein to the contrary, the failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business and affairs under this Agreement or the Delaware Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

(b) In accordance with the Delaware Act and the laws of the State of Delaware, a Member may, under certain circumstances, be required to return amounts previously distributed to such Member. To the fullest extent permitted by applicable Law, it is the intent of the Members that no Distribution to any Member pursuant to Article IV shall be deemed a return of money or other property paid or distributed in violation of the Delaware Act. The payment of any such money or Distribution of any such property to a Member shall be deemed to be a

compromise within the meaning of Section 18-502(b) of the Delaware Act, and, to the fullest extent permitted by Law, any Member receiving any such money or property shall not be required to return any such money or property to the Company or any other Person. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to make any such payment, such obligation shall be the obligation of such Member and not of any other Member.

(c) Notwithstanding any other provision of this Agreement (subject to Section 6.08 and except as set forth in Section 6.11, in each case, with respect to the Manager), to the extent that, at law or in equity, any Member (or such Member's Affiliate or any manager, managing member, general partner, director, officer, employee, agent, fiduciary or trustee of such Member or of any Affiliate of such Member (each Person described in this parenthetical, a "**Related Person**")) has duties (including fiduciary duties (other than any fiduciary duty owed by such Member or Related Person to the Corporation)) to the Company, to the Manager, to another Member, to any Person who acquires an interest in a Company Interest or to any other Person bound by this Agreement, all such duties are hereby eliminated, to the fullest extent permitted by law, and replaced with the duties or standards expressly set forth herein, if any. The elimination of duties to the Company, the Manager, each of the Members, each other Person who acquires an interest in a Company Interest and each other Person bound by this Agreement and replacement thereof with the duties or standards expressly set forth herein, if any, are approved by the Company, the Manager, each of the Members, each other Person who acquires an interest in a Company Interest and each other Person bound by this Agreement.

(d) Notwithstanding any duty (including any fiduciary duty) otherwise applicable at law or in equity, the doctrine of corporate opportunity, or any analogous doctrine, will not apply to any Member (including the Corporation in its capacity as a Member or as Manager) or to any Related Person of such Member, and no Member (or any Related Person of such Member) that acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Company or the Members will have any duty to communicate or offer such opportunity to the Company or the Members, or to develop any particular investment, and such Person will not be liable to the Company or the Members for breach of any fiduciary or other duty (other than any fiduciary duty owed by such Person to the Corporation) by reason of the fact that such Person pursues or acquires for, or directs such opportunity to, another Person or does not communicate such investment opportunity to the Members. Notwithstanding any duty (including any fiduciary duty (other than any fiduciary duty owed to the Corporation)) otherwise applicable at law or in equity, neither the Company nor any Member has any rights or obligations by virtue of this Agreement or the relationships created hereby in or to such independent ventures or the income or profits or losses derived therefrom, and the pursuit of any such ventures outside the Company, even if competitive with the activities of the Company or the Members, will not be deemed wrongful or improper.

Section 7.02 Lack of Authority. No Member, other than the Manager or a duly appointed Officer, in each case in its capacity as such, has the authority or power to act for or on behalf of the Company, to do any act that would be binding on the Company or to make any expenditure on behalf of the Company. The Members hereby consent to the exercise by the Manager of the powers conferred on the Manager by Law and this Agreement.

Section 7.03 No Right of Partition. No Member shall have the right to seek or obtain partition by court decree or operation of Law of any Company property, or the right to own or use particular or individual assets of the Company.

Section 7.04 Indemnification.

(a) Subject to Section 5.05, the Company hereby agrees to indemnify and hold harmless any Person (each an “*Indemnified Person*”) to the fullest extent permitted under the Delaware Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment), against all expenses, liabilities, damages and losses (including attorneys’ fees, judgments, amounts paid in settlement, fines, excise taxes, interest or penalties) reasonably incurred or suffered by such Person (or one or more of such Person’s Affiliates) by reason of the fact that such Person is or was serving as the Manager or Officer of the Company or is or was serving at the request of the Company as a manager, officer, director, principal or member of another corporation, partnership, joint venture, limited liability company, trust or other enterprise; *provided, however*, that no Indemnified Person shall be indemnified for any expenses, liabilities and losses suffered that are attributable to such Indemnified Person’s or its Affiliates’ bad faith, willful misconduct or violation of Law in which such Indemnified Person or such Affiliate acted with knowledge that its conduct was unlawful, or for any present or future breaches of any representations, warranties, covenants or obligations by such Indemnified Person or its Affiliates contained herein or in the other agreements with the Company. Expenses, including attorneys’ fees, incurred by any such Indemnified Person in defending a proceeding shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company.

(b) The right to indemnification and the advancement of expenses conferred in this Section 7.04 shall not be exclusive of any other right which any Person may have or hereafter acquire under any statute, agreement, bylaw, action by the Manager or otherwise.

(c) The Company shall maintain directors’ and officers’ liability insurance, or substantially equivalent insurance, at its expense, to protect any Indemnified Person (and the investment funds, if any, they represent) against any expense, liability or loss described in Section 7.04(a) whether or not the Company would have the power to indemnify such Indemnified Person against such expense, liability or loss under the provisions of this Section 7.04. The Company shall use its commercially reasonable efforts to purchase and maintain property, casualty and liability insurance in types and at levels customary for companies of similar size engaged in similar lines of business, as determined in good faith by the Manager, and the Company shall use its commercially reasonable efforts to purchase directors’ and officers’ liability insurance (including employment practices coverage) with a carrier and in an amount that is necessary or desirable as determined in good faith by the Manager.

(d) Notwithstanding any provision to the contrary in this Agreement, the indemnification and advancement of expenses to be provided by the Company pursuant to this Section 7.04 shall be provided out of and to the extent of Company assets only and no Member (unless such Member otherwise agrees in writing or is found in a final decision by a court of competent jurisdiction to have personal liability on account thereof) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity of the Company.

(e) If this Section 7.04 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 7.04 to the fullest extent permitted by any applicable portion of this Section 7.04 that shall not have been invalidated and to the fullest extent permitted by applicable Law.

Section 7.05 Members Right to Act. For matters that require the approval of the Members, the Members shall act through meetings and written consents as described in paragraphs (a) and (b) below:

(a) Except as otherwise expressly provided by this Agreement, acts by the Members holding a majority of the outstanding Units, voting together as a single class, shall be the acts of the Members. Any Member entitled to vote at a meeting of Members may authorize another person or persons to act for it by proxy. An electronic mail, telegram, telex, cablegram or similar transmission by the Member, or a photographic, photostatic, facsimile or similar reproduction of a writing executed by the Member shall (if stated thereon) be treated as a proxy executed in writing for purposes of this Section 7.05(a). No proxy shall be voted or acted upon after eleven (11) months from the date thereof, unless the proxy provides for a longer period. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and that the proxy is coupled with an interest. Should a proxy designate two or more Persons to act as proxies, unless that instrument shall provide to the contrary, a majority of such Persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or, if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, the Company shall not be required to recognize such proxy with respect to such issue if such proxy does not specify how the votes that are the subject of such proxy are to be voted with respect to such issue.

(b) The actions by the Members permitted hereunder may be taken at a meeting called by the Manager or by the Members holding a majority of the Units entitled to vote on such matter on at least forty eight (48) hours' prior written notice to the other Members entitled to vote, which notice shall state the purpose or purposes for which such meeting is being called. The actions taken by the Members entitled to vote or consent at any meeting (as opposed to by written consent), however called and noticed, shall be as valid as though taken at a meeting duly held after regular call and notice if (but not until), either before, at or after the meeting, the Members entitled to vote or consent as to whom it was improperly held signs a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. The actions by the Members entitled to vote or consent may be taken by vote of the Members entitled to vote or consent at a meeting or by written consent, so long as such consent is signed by

Members having not less than the minimum number of Units that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Prompt notice of the action so taken, which shall state the purpose or purposes for which such consent is required and may be delivered via email, without a meeting shall be given to those Members entitled to vote or consent who have not consented in writing; *provided, however*, that the failure to give any such notice shall not affect the validity of the action taken by such written consent. Any action taken pursuant to such written consent of the Members shall have the same force and effect as if taken by the Members at a meeting thereof.

Section 7.06 Inspection Rights. The Company shall permit each Member and each of its designated representatives to (i) visit and inspect any of the properties of the Company and its Subsidiaries, all at reasonable times and upon reasonable notice, (ii) examine the corporate and financial records of the Company or any of its Subsidiaries and make copies thereof or extracts therefrom, (iii) consult with the managers, officers, employees and independent accountants of the Company or any of its Subsidiaries concerning the affairs, finances and accounts of the Company or any of its Subsidiaries. The presentation of an executed copy of this Agreement by any Member to the Company's independent accountants shall constitute the Company's permission to its independent accountants to participate in discussions with such Persons and their respective designated representatives.

ARTICLE VIII BOOKS, RECORDS, ACCOUNTING AND REPORTS, AFFIRMATIVE COVENANTS

Section 8.01 Records and Accounting. The Company shall keep, or cause to be kept, appropriate books and records with respect to the Company's business, including all books and records necessary to provide any information, lists and copies of documents required to be provided pursuant to Section 9.01 or pursuant to applicable Laws. All matters concerning (a) the determination of the relative amount of allocations and Distributions among the Members pursuant to Articles III and IV and (b) accounting procedures and determinations, and other determinations not specifically and expressly provided for by the terms of this Agreement, shall be determined by the Manager, whose determination shall be final and conclusive as to all of the Members absent manifest clerical error.

Section 8.02 Fiscal Year. The Fiscal Year of the Company shall end on December 31 of each year or such other date as may be established by the Manager; *provided* that the Company shall have the same Fiscal Year for accounting purposes as its Taxable Year for U.S. federal income tax purposes.

ARTICLE IX TAX MATTERS

Section 9.01 Preparation of Tax Returns. The Manager shall arrange, at the Company's expense, for the preparation and timely filing of all tax returns required to be filed by the Company. On or before March 15, June 15, September 15, and December 15 of each Taxable Year, the Company shall send to each Person who was a Member at any time during the prior quarter, an estimate of such Member's state tax apportionment information and allocations to the Members of taxable income, gains, losses, deductions and credits for the prior quarter, which

estimate shall have been reviewed by the Company's outside tax accountants. The Company shall send to each Person who was a Member at any time during such Taxable Year, a statement showing such Member's (A) final state tax apportionment information, (B) allocations to the Members of taxable income, gains, losses, deductions and credits for such Taxable Year, (C) a completed IRS Schedule K-1 and (D) all other information reasonably requested and necessary for the preparation of such Person's U.S. federal (and applicable state and local) income tax returns. The Company shall make commercially reasonable efforts to send the information set forth in the preceding sentence no later than the later of (i) April 15 following the end of the prior Taxable Year, and (ii) thirty (30) Business Days after the issuance of the final financial statement report for a Fiscal Year by the Company's auditors; *provided, however*, that in no event shall such information be delivered later than one-hundred fifty (150) days following the end of the prior Taxable Year. Each Member shall notify the Company, and the Company shall take reasonable efforts to notify each of the other Members, upon receipt of any notice of tax examination of the Company by U.S. federal, state or local authorities. Subject to the terms and conditions of this Agreement, in its capacity as Tax Matters Partner or Partnership Representative (as applicable), the Corporation shall have the authority to prepare the tax returns of the Company using the elections set forth in Section 9.02 and such other permissible methods and elections as it determines in its reasonable discretion.

Section 9.02 Tax Elections. The Company and any eligible Subsidiary shall make an election pursuant to Section 754 of the Code, shall not thereafter revoke such election and shall make a new election pursuant to Section 754 to the extent necessary following any "termination" of the Company or the Subsidiary under Section 708 of the Code. In addition, the Company (and any eligible Subsidiary) shall make the following elections on the appropriate forms or tax returns:

- (a) to adopt the calendar year as the Company's Taxable Year, if permitted under the Code;
- (b) to adopt the accrual method of accounting for U.S. federal income tax purposes; and
- (c) to elect to amortize the organizational expenses of the Company as permitted by Code Section 709(b).

Each Member will upon request supply any information reasonably necessary to give proper effect to any such elections.

Section 9.03 Tax Controversies.

(a) With respect to Tax Years beginning on or before December 31, 2017, the Corporation is hereby designated the Tax Matters Partner of the Company, within the meaning given to such term in Section 6231 of the Code (the Corporation, in such capacity, the "**Tax Matters Partner**") and is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services reasonably incurred in connection therewith. Each Member agrees to

cooperate with the Company and to do or refrain from doing any or all things reasonably requested by the Company with respect to the conduct of such proceedings. The Tax Matters Partners shall keep all Members fully advised on a current basis of any contacts by or discussions with the tax authorities, and the Members shall have the right to observe and participate through representatives of their own choosing (at their sole expense) in any tax proceedings. Nothing herein shall diminish, limit or restrict the rights of any Member under Subchapter C, Chapter 63, Subtitle F of the Code (Code Sections 6221 et seq.).

(b) With respect to Tax Years beginning after December 31, 2017, pursuant to the Revised Partnership Audit Provisions, the Corporation shall be designated and may, on behalf of the Company, at any time, and without further notice to or consent from any Member, act as the “partnership representative” of the Company, within the meaning given to such term in Section 6223 of the Code (the Corporation, in such capacity, the “*Partnership Representative*”) for purposes of the Code. The Partnership Representative shall have the right and obligation to take all actions authorized and required, respectively, by the Code for the Partnership Representative, and is authorized and required to represent the Company (at the Company’s expense) in connection with all examinations of the Company’s affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services reasonably incurred in connection therewith. Each Member agrees to cooperate with the Company and to do or refrain from doing any or all things reasonably requested by the Company with respect to the conduct of such proceedings. The Partnership Representative shall keep all Members fully advised on a current basis of any contacts by or discussions with the tax authorities, and the Members shall have the right to observe and participate through representatives of their own choosing (at their sole expense) in any tax proceedings. Nothing herein shall diminish, limit or restrict the rights of any Member under the Revised Partnership Audit Provisions.

Section 9.04 Liabilities. The Manager shall make commercially reasonable efforts to ensure that all indebtedness that for U.S. federal income tax purposes is treated as indebtedness of the Company or any of its direct or indirect Subsidiaries that is treated as a partnership for U.S. federal income tax purposes are nonrecourse liabilities within the meaning of Treasury Regulations Section 1.752-1(a)(2).

ARTICLE X RESTRICTIONS ON TRANSFER OF UNITS

Section 10.01 Transfers by Members. No holder of Units may Transfer any interest in any Units, except Transfers (a) pursuant to and in accordance with Section 10.02 or (b) approved in writing by the Manager (other than any Transfer by the Manager). Notwithstanding the foregoing, (i) “Transfer” shall not include an event that terminates the existence of a Member for income tax purposes (including, without limitation, a change in entity classification of a Member under Treasury Regulations Section 301.7701-3, termination of a partnership pursuant to Section 708(b)(1)(B) of the Code, a sale of assets by, or liquidation of, a Member pursuant to an election under Section 338 of the Code, or merger, severance, or allocation within a trust or among sub-trusts of a trust that is a Member), but that does not terminate the existence of such Member under applicable state law (or, in the case of a trust that is a Member, does not terminate the trusteeship of the fiduciaries under such trust with respect to all the Company Interests of such trust that is a Member) and (ii) this Article X shall not restrict any Redemption pursuant to Section 11.01 or exchange pursuant to Section 11.03.

Section 10.02 Permitted Transfers. The restrictions contained in Section 10.01 shall not apply to any Transfer (each, a “*Permitted Transfer*”) (i) by a Member to an Affiliate of such Member, (ii) by any Original Member or any direct or (through a subsequent transfer) indirect transferee of such Original Member (A) with the prior written consent of the Conflicts Committee, (B) in response to a tender or exchange offer that has been approved or recommended by the Corporate Board, (C) in connection with any Company Sale (as defined in the Stockholders Agreement), (D) that is an individual, (1) to such Original Member’s (or such transferee’s) spouse, (2) to such Original Member’s (or such transferee’s) lineal ancestors, lineal descendants, siblings, cousins or the spouses thereof, (3) to trusts for the benefit of such Original Member (or such transferee) or such persons, (4) to foundations established by such Original Member (or such transferee) or such persons or Affiliates thereof or (5) by way of bequest or inheritance upon death, (E) that is an entity, to such Original Member’s (or such transferee’s) members, partners or other equity holders or (F) of up to a total of 60,000,000 Common Units (as adjusted for any equity split, equity distribution, recapitalization, combination, reclassification or similar change in the capital structure of the Company following the date hereof) in the aggregate for all Members collectively pursuant to one or more PIPE Transactions (as defined in the Stockholders Agreement) (without duplication of the foregoing clauses (A) through (E)) or (iii) pursuant to a Redemption or Direct Exchange in accordance with Article XI hereof; *provided, however*, that the restrictions contained in this Agreement shall continue to apply to Units after any Permitted Transfer of such Units. In the case of any Permitted Transfer in accordance with clauses (i) or (ii) of the definition of “Permitted Transfer”, (A) the transferor shall deliver a written notice to the Company and the Members, which notice will disclose in reasonable detail the identity of the proposed transferee, and (B) any such transferees of Units Transferred in such Permitted Transfer shall agree in writing to be bound by the provisions of this Agreement. In the case of a Permitted Transfer (other than a Redemption or Direct Exchange) by any Original Member of Common Units to a transferee in accordance with this Section 10.02, such Member (or any subsequent transferee of such Member) shall be required to also Transfer a number of shares of Class B Common Stock corresponding to the number of such Member’s (or subsequent transferee’s) Common Units that were Transferred in the transaction to such transferee; and, in the case of a Redemption or Direct Exchange, a number of shares of Class B Common Stock corresponding to the number of such Member’s Common Units that were Transferred in such Redemption or Direct Exchange shall be cancelled. All Permitted Transfers are subject to the additional limitations set forth in Section 10.07(b) hereof (other than Section 10.07(b)(iii)) and Section 4.1 of the Stockholders Agreement.

Section 10.03 Restricted Units Legend. The Units have not been registered under the Securities Act and, therefore, in addition to the other restrictions on Transfer contained in this Agreement, cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is then available. To the extent such Units have been certificated, each certificate evidencing Units and each certificate issued in exchange for or upon the Transfer of any Units (if such securities remain Units as defined herein after such Transfer) shall be stamped or otherwise imprinted with a legend in substantially the following form:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON _____, 2018, AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION THEREUNDER. THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER SPECIFIED IN THE THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF AMNEAL PHARMACEUTICALS LLC, AS MAY BE AMENDED AND MODIFIED FROM TIME TO TIME, AND AMNEAL PHARMACEUTICALS LLC RESERVES THE RIGHT TO REFUSE THE TRANSFER OF SUCH SECURITIES UNTIL SUCH CONDITIONS HAVE BEEN FULFILLED WITH RESPECT TO ANY TRANSFER. A COPY OF SUCH CONDITIONS SHALL BE FURNISHED BY AMNEAL PHARMACEUTICALS LLC TO THE HOLDER HEREOF UPON WRITTEN REQUEST AND WITHOUT CHARGE.”

The Company shall imprint such legend on certificates (if any) evidencing Units. The legend set forth above shall be removed from the certificates (if any) evidencing any units which cease to be Units in accordance with the definition thereof.

Section 10.04 Transfer. Prior to Transferring any Units (other than (i) in connection with a Redemption or Direct Exchange in accordance with Article XI or (ii) pursuant to a Change of Control Transaction), the Transferring holder of Units shall cause the prospective transferee to be bound by this Agreement and any other agreements executed by the holders of Units and relating to such Units in the aggregate (collectively, the “*Other Agreements*”), and shall cause the prospective transferee to execute and deliver to the Company and the other holders of Units a Joinder (or other counterpart to this Agreement reasonably acceptable to the Manager) and counterparts of any applicable Other Agreements. Any Transfer or attempted Transfer of any Units in violation of any provision of this Agreement (including any prohibited indirect Transfers) (a) shall be void, and (b) the Company shall not record such Transfer on its books or treat any purported transferee of such Units as the owner of such securities for any purpose.

Section 10.05 Assignee’s Rights.

(a) The Transfer of a Company Interest in accordance with this Agreement shall be effective as of the date of its assignment (assuming compliance with all of the conditions to such Transfer set forth herein), and such Transfer shall be shown on the Schedule of Members. Profits, Losses and other Company items shall be allocated between the transferor and the Assignee according to Code Section 706, using any permissible method as determined in the reasonable discretion of the Manager. Distributions made before the effective date of such Transfer shall be paid to the transferor, and Distributions made after such date shall be paid to the Assignee.

(b) Unless and until an Assignee becomes a Member pursuant to Article XII, the Assignee shall not be entitled to any of the rights granted to a Member hereunder or under applicable Law, other than the rights granted specifically to Assignees pursuant to this

Agreement; *provided, however*, that, without relieving the transferring Member from any such limitations or obligations as more fully described in Section 10.06, such Assignee shall be bound by any limitations and obligations of a Member contained herein that a Member would be bound on account of the Assignee's Company Interest (including the obligation to make Capital Contributions on account of such Company Interest).

Section 10.06 Assignor's Rights and Obligations. Any Member who shall Transfer any Company Interest in a manner in accordance with this Agreement shall cease to be a Member with respect to such Units or other interest and shall no longer have any rights or privileges, or, except as set forth in this Section 10.06, duties, liabilities or obligations, of a Member with respect to such Units or other interest (it being understood, however, that the applicable provisions of Section 6.08, Section 7.01 and Section 7.04 shall continue to inure to such Person's benefit), except that unless and until the Assignee (if not already a Member) is admitted as a Substituted Member in accordance with the provisions of Article XII (the "*Admission Date*"), (i) such assigning Member shall retain all of the duties, liabilities and obligations of a Member with respect to such Units or other interest, and (ii) the Manager may, in its sole discretion, reinstate all or any portion of the rights and privileges of such Member with respect to such Units or other interest for any period of time prior to the Admission Date. Nothing contained herein shall relieve any Member who Transfers any Units or other interest in the Company from any liability of such Member to the Company with respect to such Company Interest that may exist on the Admission Date or that is otherwise specified in the Delaware Act and incorporated into this Agreement or for any liability to the Company or any other Person for any materially false statement made by such Member (in its capacity as such) or for any present or future breaches of any representations, warranties or covenants by such Member (in its capacity as such) contained herein or in the other agreements with the Company.

Section 10.07 Overriding Provisions.

(a) Any Transfer in violation of this Article X shall be null and void ab initio, and the provisions of Sections 10.05 and 10.06 shall not apply to any such Transfers. For the avoidance of doubt, any Person to whom a Transfer is made or attempted in violation of this Article X shall not become a Member, shall not be entitled to vote on any matters coming before the Members and shall not have any other rights in or with respect to any rights of a Member of the Company. The approval of any Transfer in any one or more instances shall not limit or waive the requirement for such approval in any other or future instance. The Manager shall promptly amend the Schedule of Members to reflect any Permitted Transfer pursuant to this Article X.

(b) Notwithstanding anything contained herein to the contrary (including, for the avoidance of doubt, the provisions of Section 10.01 and Article XI and Article XII), in no event shall any Member Transfer any Units to the extent such Transfer would:

- (i) result in the violation of the Securities Act, or any other applicable U.S. federal or state or non-U.S. Laws;
- (ii) subject the Company to registration as an investment company under the Investment Company Act;

(iii) in the reasonable determination of the Manager, be a violation of or a default (or an event that, with notice or the lapse of time or both, would constitute a default) under, or result in an acceleration of any indebtedness under, any promissory note, mortgage, loan agreement, indenture or similar instrument or agreement to which the Company or the Manager is a party; *provided* that the payee or creditor to whom the Company or the Manager owes such obligation is not an Affiliate of the Company or the Manager; *provided, further*, this Section 10.07(b)(iii) shall not apply to any Permitted Transfer;

(iv) fail to meet one or more of the “secondary market safe harbors” described in Treasury Regulations Sections 1.7704-1(e) (regarding transfers not involving trading, such as, for example certain gift transfers certain carryover basis transfers and certain transfers involving blocks of interests representing more than two percent (2%) of the total interests in the Company’s capital or profits), 1.7704-1(f) (regarding transfers pursuant to certain redemption and repurchase agreements), 1.7704-1(g) (regarding transfers through qualified matching services), or 1.7704-1(j) (regarding transfers where there is a lack of actual trading (that is, trading in the aggregate representing two percent (2%) or less of the total interests in the Company’s capital or profits in a taxable year)), and, accordingly, in no event shall the Company recognize any Transfer of any Units in a taxable year, other than those Transfers that are described in Treasury Regulations Sections 1.7704-1(e)(1)(i)-(vii), 1.7704-1(e)(1)(ix), 1.7704-1(f), or 1.7704-1(g), to the extent such Transfers in the aggregate for such taxable year would exceed two percent (2%) of the total interests in the Company’s capital or profits as determined in accordance with Treasury Regulations Sections 1.7704-1(j) and 1.7704-1(k); *provided* that the prohibitions contained in this Section 10.07(b)(iv) shall not apply to any Transfer occurring in any taxable year in which the Company did not have more than one hundred (100) partners within the meaning of Treasury Regulations Section 1.7704-1(h)(1) (determined by treating each Person that owns an interest in a Member that is a partnership, S corporation, or grantor trust for federal income tax purposes as a partner pursuant to Treasury Regulations Section 1.7704-1(h)) at any time during such taxable year; *provided, further*, this Section 10.07(b)(iv) shall apply to any transaction that would be a transfer for U.S. federal income tax purposes even if such transfer is not a Transfer as defined herein;

(v) cause the Company to lose its status as a partnership for U.S. federal income tax purposes or, without limiting the generality of the foregoing, cause the Company to be treated as a “publicly traded partnership” or to be taxed as a corporation pursuant to Section 7704 of the Code and any applicable Treasury Regulations issued thereunder, or any successor provision of the Code; *provided, further*, this Section 10.07(b)(v) shall apply to any transaction that would be a transfer for U.S. federal income tax purposes, even if such transfer is not a Transfer as defined herein, or

(vi) be a Transfer to a Person who is not legally competent or who has not achieved his or her majority under applicable Law (excluding trusts for the benefit of minors).

ARTICLE XI
REDEMPTION AND EXCHANGE RIGHTS

Section 11.01 Redemption Right of a Member.

(a) Each Member (other than the Corporation) shall be entitled to cause the Company to redeem (a “**Redemption**”) all or any portion of its Common Units (the “**Redemption Right**”) at any time. A Member desiring to exercise its Redemption Right (the “**Redeemed Member**”) shall exercise such right by giving written notice (the “**Redemption Notice**”) to the Company with a copy to the Corporation (the date of the delivery of such Redemption Notice, the “**Redemption Notice Date**”). The Redemption Notice shall specify the number of Common Units (collectively, the “**Redeemed Units**”) that the Redeemed Member intends to have the Company redeem. The Redemption shall be completed on the date that is three (3) Business Days following delivery of the applicable Redemption Notice, unless the Company elects and is permitted to make the redemption payment by means of a Cash Settlement, in which case the Redemption shall be completed as promptly as practicable following delivery of the applicable Redemption Notice, but in any event, no more than ten (10) Business Days after delivery of such Redemption Notice (unless and to the extent that the Manager in its reasonable discretion agrees in writing to waive such time periods) (the date of such completion, the “**Redemption Date**”); *provided* that the Company, the Corporation and the Redeemed Member may change the number of Redeemed Units and/or the Redemption Date specified in such Redemption Notice to another number and/or date by mutual agreement in writing signed by each of them; *provided further* that a Redemption Notice that includes Redeemed Units that are to be redeemed for Class A Common Stock may be conditioned on the closing of an underwritten distribution of the shares of Class A Common Stock that may be issued in connection with such proposed Redemption. Unless the Redeemed Member timely has delivered a Retraction Notice as provided in Section 11.01(b) or has delayed a Redemption as provided in Section 11.01(c) or the Corporation has elected to effect a Direct Exchange as provided in Section 11.03, on the Redemption Date (to be effective immediately prior to the close of business on the Redemption Date) (i) the Redeemed Member shall transfer and surrender the Redeemed Units to the Company and a corresponding number of shares of Class B Common Stock to the Corporation, in each case free and clear of all liens and encumbrances, (ii) the Company shall (x) cancel the Redeemed Units, (y) transfer to the Redeemed Member the consideration to which the Redeemed Member is entitled under Section 11.01(b), and (z) if the Units are certificated, issue to the Redeemed Member a certificate for a number of Common Units equal to the difference (if any) between the number of Common Units evidenced by the certificate surrendered by the Redeemed Member pursuant to clause (i) of this Section 11.01(a) and the number of Redeemed Units and (iii) the Corporation shall cancel such shares of Class B Common Stock.

(b) In exchange for its Redeemed Units, a Redeemed Member shall be entitled to receive the Share Settlement or, at the Company’s election, the Cash Settlement from the Company; *provided, however*, that the Company shall not be permitted to elect the Cash Settlement method in connection with any Redemption of Common Units that are to be redeemed for Class B-1 Common Stock pursuant to a Class B-1 Redemption Election by such Redeemed Member. Within one (1) Business Day of delivery of the Redemption Notice, the Company shall give written notice (the “**Settlement Method Notice**”) to the Redeemed Member (with a copy to the Corporation) of its intended settlement method; *provided* that if the Company

does not timely deliver a Settlement Method Notice, the Company shall be deemed to have elected the Share Settlement method. The Redeemed Member may retract its Redemption Notice by giving written notice (the “**Retraction Notice**”) to the Company (with a copy to the Corporation) at any time prior to 5:00 p.m., New York City time, on the Business Day after delivery of the Settlement Method Notice. The timely delivery of a Retraction Notice shall terminate all of the Redeemed Member’s, the Company’s and the Corporation’s rights and obligations under this Section 11.01 arising from the retracted Redemption Notice.

(c) Notwithstanding anything to the contrary in Section 11.01(b), in the event the Company elects a Share Settlement in connection with a Redemption, a Redeemed Member shall be entitled, at any time prior to the consummation of a Redemption, to revoke its Redemption Notice or delay the consummation of a Redemption if any of the following conditions exists: (i) any registration statement pursuant to which the resale of the Class A Common Stock to be registered for such Redeemed Member at or immediately following the consummation of the Redemption shall have ceased to be effective pursuant to any action or inaction by the SEC or no such resale registration statement has yet become effective; (ii) the Corporation shall have failed to cause any related prospectus to be supplemented by any required prospectus supplement necessary to effect such Redemption; (iii) the Corporation shall have exercised a contractual right to defer, delay or suspend the filing or effectiveness of a registration statement and such deferral, delay or suspension shall affect the ability of such Redeemed Member to have the resale of its Class A Common Stock registered at or immediately following the consummation of the Redemption; (iv) the Corporation shall have disclosed to such Redeemed Member any material non-public information concerning the Corporation, the receipt of which results in such Redeemed Member being prohibited or restricted from selling Class A Common Stock at or immediately following the Redemption without disclosure of such information (and the Corporation does not permit disclosure); (v) any stop order relating to the registration statement pursuant to which the Class A Common Stock was to be registered by such Redeemed Member at or immediately following the Redemption shall have been issued by the SEC; (vi) there shall have occurred a material disruption in the securities markets generally or in the market or markets in which the Class A Common Stock is then traded; (vii) there shall be in effect an injunction, a restraining order or a decree of any nature of any Governmental Entity that restrains or prohibits the Redemption; (viii) the Corporation shall have failed to comply in all material respects with its obligations under the Stockholders Agreement, and such failure shall have affected the ability of such Redeemed Member to consummate the resale of Class A Common Stock to be received upon such redemption pursuant to an effective registration statement; or (ix) the Redemption Date would occur three (3) Business Days or less prior to, or during, a Black-Out Period; *provided further*, that in no event shall the Redeemed Member seeking to delay the consummation of such Redemption and relying on any of the matters contemplated in clauses (i) through (ix) above have controlled or intentionally materially influenced any facts, circumstances, or Persons in connection therewith (except in the good faith performance of his or her duties as an officer or director of the Corporation) in order to provide such Redeemed Member with a basis for such delay or revocation. If a Redeemed Member delays the consummation of a Redemption pursuant to this Section 11.01(c), (A) the Redemption Date shall occur on the third (3rd) Business Day following the date on which the conditions giving rise to such delay cease to exist (or such earlier day as the Corporation, the Company and such Redeemed Member may agree in writing) and (B) notwithstanding anything to the contrary in Section 11.01(b), the Redeemed Member may retract its Redemption Notice by giving a Retraction Notice to the Company (with a copy to the Corporation) at any time prior to 5:00 p.m., New York City time, on the second Business Day following the date on which the conditions giving rise to such delay cease to exist.

(d) The amount of the Share Settlement or the Cash Settlement that a Redeemed Member is entitled to receive under Section 11.01(b) shall not be adjusted on account of any Distributions previously made with respect to the Redeemed Units or dividends previously paid with respect to Class A Common Stock or Class B-1 Common Stock; *provided, however*, that if a Redeemed Member causes the Company to redeem Redeemed Units and the Redemption Date occurs subsequent to the record date for any Distribution with respect to the Redeemed Units but prior to payment of such Distribution, the Redeemed Member shall be entitled to receive such Distribution with respect to the Redeemed Units on the date that it is made notwithstanding that the Redeemed Member transferred and surrendered the Redeemed Units to the Company prior to such date.

(e) In the event of a distribution (by dividend or otherwise) by the Corporation to all holders of Class A Common Stock or Class B-1 Common Stock of evidences of its indebtedness, securities, or other assets (including Equity Securities of the Corporation), but excluding any cash dividend or distribution of any such assets received by the Corporation in respect of its Units, then, in exchange for its Redeemed Units, a Redeemed Member shall be entitled to receive, in addition to the consideration set forth in Section 11.01(b), the amount of such security, securities or other property that the Redeemed Member would have received if such Redemption Right had been exercised and the Redemption Date had occurred immediately prior to the record date or effective time of any such transaction, taking into account any adjustment as a result of any subdivision (by any split, distribution or dividend, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse split, reclassification, recapitalization or otherwise) of such security, securities or other property that occurs after such record date or effective time. For the avoidance of doubt, subsequent to any such transaction, this Article XI shall apply *mutatis mutandis* with respect to any such security, securities or other property received by holders of Class A Common Stock or Class B-1 Common Stock in such transaction.

(f) If a Reclassification Event occurs, the Manager or its successor, as the case may be, shall, as and to the extent necessary, amend this Agreement in compliance with Section 16.03, and enter into any necessary supplementary or additional agreements, to ensure that, following the effective date of the Reclassification Event: (i) the rights of holders of Common Units (other than the Corporation) set forth in this Section 11.01 provide that each Common Unit is redeemable for the same amount and same type of property, securities or cash (or combination thereof) that one share of Class A Common Stock (or, in the case of a Class B-1 Redemption Election, Class B-1 Common Stock) becomes exchangeable for or converted into as a result of the Reclassification Event (taking into account any adjustment as a result of any subdivision (by any split, distribution or dividend, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse split, reclassification, recapitalization or otherwise) of such security, securities or other property that occurs after the record date or effective time for such Reclassification Event) and (ii) the Corporation or the successor to the Corporation, as applicable, is obligated to deliver such property, securities or cash upon such redemption. The Corporation shall not consummate or agree to consummate any Reclassification Event unless the successor Person, if any, becomes obligated to comply with the obligations of the Corporation (in whatever capacity) under this Agreement.

Section 11.02 Contribution of the Corporation. Subject to Section 11.03, in connection with the exercise of a Redeemed Member's Redemption Rights under Section 11.01(a), the Corporation shall contribute to the Company the consideration the Redeemed Member is entitled to receive under Section 11.01(b). Unless the Redeemed Member has timely delivered a Retraction Notice as provided in Section 11.01(b) or has delayed a Redemption as provided in Section 11.01(c), or the Corporation has elected to effect a Direct Exchange as provided in Section 11.03, on the Redemption Date (to be effective immediately prior to the close of business on the Redemption Date) (i) the Corporation shall make its Capital Contribution to the Company (in the form of the Share Settlement or the Cash Settlement) required under this Section 11.02, and (ii) the Company shall issue to the Corporation a number of Common Units equal to the number of Redeemed Units surrendered by the Redeemed Member. Notwithstanding any other provisions of this Agreement to the contrary, in the event that the Company elects and is permitted to make the redemption payment by means of a Cash Settlement, the Corporation shall only be obligated to contribute to the Company an amount in respect of such Cash Settlement equal to the net proceeds (after deduction of any underwriters' discounts or commissions and brokers' fees or commissions) from the sale by the Corporation of a number of shares of Class A Common Stock equal to the number of Redeemed Units to be redeemed with such Cash Settlement; *provided* that (x) the Corporation's Capital Account shall be increased by an amount equal to any such discounts, commissions and fees relating to such sale of shares of Class A Common Stock in accordance with Section 6.06 and (y) for the avoidance of doubt, if the Cash Settlement to which the Redeemed Member is entitled exceeds the amount that is contributed to the Company by the Corporation, the Company shall still be required to pay the Redeemed Member the full amount of the Cash Settlement.

Section 11.03 Exchange Right of the Corporation.

(a) Notwithstanding anything to the contrary in this Article XI, the Corporation may, in its sole and absolute discretion, elect to effect on the Redemption Date the exchange of Redeemed Units for the Share Settlement or Cash Settlement, at the Corporation's option, through a direct exchange of such Redeemed Units and such consideration between the Redeemed Member and the Corporation (a "**Direct Exchange**"); *provided, however*, that the Corporation shall not be permitted to elect to effect a Direct Exchange for the Cash Settlement in respect of any Redeemed Units that are to be redeemed for Class B-1 Common Stock pursuant to a Class B-1 Redemption Election by such Redeemed Member. Upon such Direct Exchange pursuant to this Section 11.03, the Corporation shall acquire the Redeemed Units and shall be treated for all purposes of this Agreement as the owner of such Units.

(b) The Corporation may, at any time prior to a Redemption Date, deliver written notice (an "**Exchange Election Notice**") to the Company and the Redeemed Member setting forth its election to exercise its right to consummate a Direct Exchange; *provided* that such election does not prejudice the ability of the parties to consummate a Redemption or Direct Exchange on the Redemption Date. An Exchange Election Notice may be revoked by the Corporation at any time; *provided* that any such revocation does not prejudice the ability of the parties to consummate a Redemption on the Redemption Date. The right to consummate a

Direct Exchange in all events shall be exercisable for all the Redeemed Units that would have otherwise been subject to a Redemption. Except as otherwise provided by this Section 11.03, a Direct Exchange shall be consummated pursuant to the same timeframe and in the same manner as the relevant Redemption would have been consummated if the Corporation had not delivered an Exchange Election Notice.

Section 11.04 Reservation of Shares of Class A Common Stock and Class B-1 Common Stock; Listing; Certificate of the Corporation. At all times the Corporation shall reserve and keep available out of its authorized but unissued Class A Common Stock and Class B-1 Common Stock, solely for the purpose of issuance upon a Redemption or Direct Exchange, such number of shares of Class A Common Stock and Class B-1 Common Stock as shall be issuable upon any such Redemption or Direct Exchange pursuant to Share Settlements; *provided* that nothing contained herein shall be construed to preclude the Corporation from satisfying its obligations (i) in respect of any Redeemed Units that are to be redeemed for Class A Common Stock in such Redemption or Direct Exchange by delivery of purchased Class A Common Stock (which may or may not be held in the treasury of the Corporation) or the delivery of cash pursuant to a Cash Settlement or (ii) in respect of any Redeemed Units that are to be redeemed for Class B-1 Common Stock in such Redemption or Direct Exchange by delivery of purchased Class B-1 Common Stock (which may or may not be held in the treasury of the Corporation). The Corporation shall deliver Class A Common Stock that has been registered under the Securities Act with respect to any Redeemed Units that are redeemed for Class A Common Stock in any Redemption or Direct Exchange to the extent a registration statement is effective and available for such shares. The Corporation shall use its commercially reasonable efforts to list the Class A Common Stock required to be delivered upon any such Redemption or Direct Exchange prior to such delivery upon each national securities exchange upon which the outstanding shares of Class A Common Stock are listed at the time of such Redemption or Direct Exchange (it being understood that any such shares may be subject to transfer restrictions under applicable securities Laws). The Corporation covenants that all Class A Common Stock and Class B-1 Common Stock issued upon a Redemption or Direct Exchange will, upon issuance, be validly issued, fully paid and non-assessable. The provisions of this Article XI shall be interpreted and applied in a manner consistent with the corresponding provisions of the Corporation's certificate of incorporation.

Section 11.05 Effect of Exercise of Redemption or Exchange Right. This Agreement shall continue notwithstanding the consummation of a Redemption or Direct Exchange and all governance or other rights set forth herein shall be exercised by the remaining Members and the Redeemed Member (to the extent of such Redeemed Member's remaining interest in the Company). No Redemption or Direct Exchange shall relieve such Redeemed Member of any prior breach of this Agreement.

Section 11.06 Tax Treatment. Unless otherwise required by applicable Law, the parties hereto acknowledge and agree that a Redemption or a Direct Exchange, as the case may be, shall be treated as a direct exchange between the Corporation and the Redeemed Member for U.S. federal (and applicable state and local) income tax purposes. The issuance of shares of Class A Common Stock, Class B-1 Common Stock or other securities upon a Redemption or Direct Exchange shall be made without charge to the Redeemed Member for any stamp or other similar tax in respect of such issuance.

ARTICLE XII
ADMISSION OF MEMBERS

Section 12.01 Substituted Members. Subject to the provisions of Article X, in connection with the Permitted Transfer of a Company Interest hereunder or a Transfer consented to by the Conflicts Committee, the transferee shall become a substituted Member (“**Substituted Member**”) on the effective date of such Transfer, which effective date shall not be earlier than the date of compliance with the conditions to such Transfer, and such admission shall be shown on the Schedule of Members.

Section 12.02 Additional Members. Subject to the provisions of Article III and Article X, any Person that is not an Original Member or the Corporation may be admitted to the Company as an additional Member (any such Person, an “**Additional Member**”) only upon furnishing to the Manager (a) a Joinder (or other counterpart to this Agreement reasonably acceptable to the Manager) and counterparts of any applicable Other Agreements and (b) such other documents or instruments as may be reasonably necessary or appropriate to effect such Person’s admission as a Member (including entering into such documents as the Manager may deem appropriate in its reasonable discretion). Such admission shall become effective on the date on which the Manager determines in its reasonable discretion that such conditions have been satisfied and when any such admission is shown on the books and records of the Company.

ARTICLE XIII
WITHDRAWAL AND RESIGNATION; TERMINATION OF RIGHTS

Section 13.01 Withdrawal and Resignation of Members. No Member shall have the power or right to withdraw or otherwise resign as a Member from the Company prior to the termination of the Company pursuant to Article XIV. Upon a Transfer of all of a Member’s Units in a Transfer permitted by this Agreement, subject to the provisions of Section 10.06, such Member shall cease to be a Member.

ARTICLE XIV
DISSOLUTION AND LIQUIDATION

Section 14.01 Dissolution. The Company shall not be dissolved by the admission of Additional Members or Substituted Members or the attempted withdrawal or resignation of a Member. The Company shall dissolve, and its affairs shall be wound up, upon:

- (a) the decision of the Manager (pursuant to a unanimous decision of the Corporate Board) together with the Requisite Members to dissolve the Company;
- (b) a dissolution of the Company under Section 18-801(a)(4) of the Delaware Act; or
- (c) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Delaware Act.

The bankruptcy (within the meaning of Section 18-304 of the Delaware Act) of a Member shall not cause the Member to cease to be a member of the Company. An Event of Withdrawal shall not, in and of itself, cause a dissolution of the Company and the Company shall continue without dissolution subject to the terms and conditions of this Agreement.

Section 14.02 Liquidation and Termination. On dissolution of the Company, the Manager shall act as liquidator or may appoint one or more Persons as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Delaware Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Manager. The steps to be accomplished by the liquidators are as follows:

(a) as promptly as possible after dissolution and again after final liquidation, the liquidators shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;

(b) the liquidators shall pay, satisfy or discharge from Company funds, or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash fund for contingent, conditional or unmatured liabilities in such amount and for such term as the liquidators may reasonably determine) all of the debts, liabilities and obligations of the Company (including all expenses incurred in liquidation); and

(c) all remaining assets of the Company shall be distributed to the Members in accordance with Article IV by the end of the Taxable Year during which the liquidation of the Company occurs (or, if later, by ninety (90) days after the date of the liquidation). The distribution of cash and/or property to the Members in accordance with the provisions of this Section 14.02 and Section 14.03 below constitutes a complete return to the Members of their Capital Contributions, a complete distribution to the Members of their interest in the Company and all the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Delaware Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

Section 14.03 Deferment; Distribution in Kind. Notwithstanding the provisions of Section 14.02, but subject to the order of priorities set forth therein, if upon dissolution of the Company the liquidators determine that an immediate sale of part or all of the Company's assets would be impractical or would cause undue loss (or would otherwise not be beneficial) to the Members, the liquidators may, in their sole discretion, defer for a reasonable time the liquidation of any assets except those necessary to satisfy Company liabilities (other than loans to the Company by Members) and reserves. Subject to the order of priorities set forth in Section 14.02, the liquidators may, in their sole discretion, distribute to the Members, in lieu of cash, either (a) all or any portion of such remaining Company assets in-kind in accordance with the provisions of Section 14.02(c), (b) as tenants in common and in accordance with the provisions of Section 14.02(c), undivided interests in all or any portion of such Company assets or (c) a combination of the foregoing. Any such Distributions in kind shall be subject to (x) such conditions relating to the disposition and management of such assets as the liquidators deem reasonable and equitable and (y) the terms and conditions of any agreements governing such assets (or the operation

thereof or the holders thereof) at such time. Any Company assets distributed in kind will first be written up or down to their Fair Market Value, thus creating Profit or Loss (if any), which shall be allocated in accordance with Article V. The liquidators shall determine the Fair Market Value of any property distributed in accordance with the valuation procedures set forth in Article XV.

Section 14.04 Cancellation of Certificate. On completion of the winding up of Company assets as provided herein and the Delaware Act, the Company is terminated (and the Company shall not be terminated prior to such time), and the Manager (or such other Person or Persons as the Delaware Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to this Agreement that are or should be canceled and take such other actions as may be necessary to terminate the Company. The Company shall be deemed to continue in existence for all purposes of this Agreement until it is terminated pursuant to this Section 14.04.

Section 14.05 Reasonable Time for Winding Up. A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets pursuant to Sections 14.02 and 14.03 in order to minimize any losses otherwise attendant upon such winding up.

Section 14.06 Return of Capital. The liquidators shall not be personally liable for the return of Capital Contributions or any portion thereof to the Members (it being understood that any such return shall be made solely from Company assets).

ARTICLE XV VALUATION

Section 15.01 Determination. “*Fair Market Value*” of a specific Company asset will mean the amount which the Company would receive in an all-cash sale of such asset in an arms-length transaction with a willing unaffiliated third party, with neither party having any compulsion to buy or sell, consummated on the day immediately preceding the date on which the event occurred which necessitated the determination of the Fair Market Value (and after giving effect to any transfer taxes payable in connection with such sale), as such amount is determined by the Manager (or, if pursuant to Section 14.02, the liquidators) in its good faith judgment using all factors, information and data it deems to be pertinent.

Section 15.02 Dispute Resolution. If any Member or Members dispute the accuracy of any determination of Fair Market Value in accordance with Section 15.01, and the Manager and such Member(s) are unable to agree on the determination of the Fair Market Value of any asset of the Company, the Manager and such Member(s) shall each select a nationally recognized investment banking firm experienced in valuing securities of closely-held companies such as the Company in the Company’s industry (the “*Appraisers*”), who shall each determine the Fair Market Value of the asset or the Company (as applicable) in accordance with the provisions of Section 15.01. The Appraisers shall be instructed to give written notice of their determination of the Fair Market Value of the asset or the Company (as applicable) within thirty (30) days of their appointment as Appraisers. If Fair Market Value as determined by an Appraiser is higher than the Fair Market Value as determined by the other Appraiser by 10% or more, and the Manager and such Member(s) do not otherwise agree on a Fair Market Value, the original Appraisers shall

designate a third Appraiser meeting the same criteria used to select the original two, and the Fair Market Value shall be the average of the Fair Market Values determined by all three Appraisers, unless the Manager and such Member(s) otherwise agree on a Fair Market Value. If Fair Market Value as determined by an Appraiser is within 10% of the Fair Market Value as determined by the other Appraiser (but not identical), and the Manager and such Member(s) do not otherwise agree on a Fair Market Value, the Manager shall select the Fair Market Value of one of the Appraisers. The fees and expenses of the Appraisers shall be borne by the Company.

ARTICLE XVI
GENERAL PROVISIONS

Section 16.01 Power of Attorney.

(a) Each Member hereby constitutes and appoints the Manager (or the liquidator, if applicable) with full power of substitution, as his or her true and lawful agent and attorney-in-fact, with full power and authority in his, her or its name, place and stead, to:

(i) execute, swear to, acknowledge, deliver, file and record in the appropriate public offices (A) this Agreement, all certificates and other instruments and all amendments thereof which the Manager reasonably deems appropriate or necessary to form, qualify, or continue the qualification of, the Company as a limited liability company in the State of Delaware and in all other jurisdictions in which the Company may conduct business or own property; (B) all instruments which the Manager reasonably deems appropriate or necessary to reflect any amendment, change, modification or restatement of this Agreement in accordance with its terms; (C) all conveyances and other instruments or documents which the Manager reasonably deems appropriate or necessary to reflect the dissolution and liquidation of the Company pursuant to the terms of this Agreement, including a certificate of cancellation; and (D) all instruments relating to the admission, withdrawal or substitution of any Member pursuant to Article XII or XIII; and

(ii) sign, execute, swear to and acknowledge all ballots, consents, approvals, waivers, certificates and other instruments appropriate or necessary, in the reasonable judgment of the Manager, to evidence, confirm or ratify any vote, consent, approval, agreement or other action which is made or given by the Members hereunder or is consistent with the terms of this Agreement, in the reasonable judgment of the Manager, to effectuate the terms of this Agreement.

(b) The foregoing power of attorney is irrevocable and coupled with an interest, and shall survive the death, disability, incapacity, dissolution, bankruptcy, insolvency or termination of any Member who is an individual and the transfer of all or any portion of his, her or its Company Interest and shall extend to such Member's heirs, successors, assigns and personal representatives.

Section 16.02 Confidentiality. Except as required by applicable Law, the Manager and each of the Members agree to hold the Company's Confidential Information in confidence and shall not (i) disclose any Confidential Information except as otherwise authorized separately in writing by the Manager or (ii) use any Confidential Information except in furtherance of the business of the Company or as otherwise authorized separately in writing by the Manager. “ **Confidential Information** ” as used herein means any and all information obtained by a Member from the Company or any of its Affiliates directly or indirectly, including from their representatives, which such information includes, but is not limited to, ideas, financial information, products, data, services, business strategies, research, inventions (whether or not patentable), innovations and materials, equipment, all aspects of the Company's business plan, proposed operation and products and other product plans, corporate structure, financial and organizational information, analyses, proposed partners, software code, designs, employees and their identities, equity ownership, customers, markets, the methods and means by which the Company plans to conduct its business, all trade secrets, trademarks, knowhow, formulas, processes and intellectual property. With respect to the Manager and such Member, Confidential Information does not include information or material that: (a) is rightfully in the possession of the Manager or such Member at the time of disclosure by the Company; (b) before or after it has been disclosed to the Manager or each Member by the Company, becomes part of public knowledge, not as a result of any action or inaction of the Manager or such Member, respectively, in violation of this Agreement; (c) is approved for release by written authorization of the Chief Executive Officer of the Company or of the Corporation; (d) is disclosed to the Manager or such Member or their representatives by a third party not, to the knowledge of the Manager or such Member, respectively, in violation of any obligation of confidentiality owed to the Company with respect to such information; or (e) is or becomes independently developed by the Manager or such Member or their respective representatives without use or reference to the Confidential Information.

Section 16.03 Amendments. This Agreement may be amended or modified in writing by the Manager, subject to the prior written consent of the Requisite Members. Notwithstanding the foregoing, no amendment or modification (whether by amendment, merger, recapitalization or otherwise) (a) to this Section 16.03 may be made without the prior written consent of each of the Members, (b) that modifies the limited liability of any Member, or increases the liabilities or obligations of any Member, in each case, may be made without the consent of each such affected Member, (c) that materially alters or changes any rights, preferences or privileges of any Company Interests in a manner that is different or prejudicial relative to any other Company Interests, may be made without the approval of a majority in interest of the Members holding the Company Interests affected in such a different or prejudicial manner, (d) that materially alters or changes any rights, preferences or privileges of a holder of any class of Company Interests in a manner that is different or prejudicial relative to any other holder of the same class of Company Interests, may be made without the approval of the holder of Company Interests affected in such a different or prejudicial manner, (e) that adversely alters or changes any rights, preferences or privileges of Members other than the Corporation (and its Affiliates), may be made without the approval of a majority in interest of the Members (excluding, for this purpose, the Corporation and its Affiliates) holding Common Units, and (f) to any of the terms and conditions of this Agreement which terms and conditions expressly require the approval or action of certain Persons may be made without obtaining the consent of the requisite number or specified percentage of such Persons who are entitled to approve or take action on such matter; *provided*, that the Manager, acting alone, may amend this Agreement to reflect the issuance of additional Units or Equity Securities in accordance with Section 3.04 so long as the rights, preferences or privileges of such Units or Equity Securities with respect to voting, liquidation, redemption, conversion or distributions are not senior to or on parity with the Common Units.

Section 16.04 Title to Company Assets. Company assets shall be deemed to be owned by the Company as an entity, and no Member, individually or collectively, shall have any ownership interest in such Company assets or any portion thereof. The Company shall hold title to all of its property in the name of the Company and not in the name of any Member. All Company assets shall be recorded as the property of the Company on its books and records, irrespective of the name in which legal title to such Company assets is held. The Company's credit and assets shall be used solely for the benefit of the Company, and no asset of the Company shall be transferred or encumbered for, or in payment of, any individual obligation of any Member.

Section 16.05 Addresses and Notices. Any notice provided for in this Agreement will be in writing and will be either personally delivered, or sent by (i) certified mail, return receipt requested, (ii) reputable overnight courier service providing confirmation of delivery (charges prepaid), (iii) telecopier transmission with confirmation of receipt, or (iv) e-mail of a .pdf attachment for which a confirmation e-mail is obtained, to the Company or the Manager, as applicable, at the addresses set forth below and to any other recipient and to any Member at such address as indicated by the Company's records, or at such address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Notices will be deemed to have been given hereunder when delivered personally or on the date of delivery as established by the return receipt, courier service confirmation (or the date on which the return receipt or courier service confirms that acceptance of delivery was refused by the addressee), or telecopier confirmation received by the sender. The respective addresses of the Company and the Manager are:

to the Company:

Anneal Pharmaceuticals LLC
400 Crossing Boulevard, 3rd Floor
Bridgewater, New Jersey 08807
Attn: Sheldon Hirt
E-mail: shirt@anneal.com

with copies (which copies shall not constitute notice) to:

Latham & Watkins LLP
650 Town Center Drive, 20th Floor
Costa Mesa, California 92626
Attn: Charles K. Ruck and R. Scott Shean
E-mail: charles.ruck@lw.com and scott.shean@lw.com

and

Sullivan & Cromwell LLP
125 Broad Street

New York, NY 10004
Attn: Frank Aquila
E-mail: aquilaf@sullcrom.com

to the Manager:

Amneal Pharmaceuticals, Inc.
400 Crossing Boulevard, 3rd Floor
Bridgewater, New Jersey 08807
Attn: Sheldon Hirt
E-mail: shirt@amneal.com

with copies (which copies shall not constitute notice) to:

Latham & Watkins LLP
650 Town Center Drive, 20th Floor
Costa Mesa, California 92626
Attn: Charles K. Ruck and R. Scott Shean
E-mail: charles.ruck@lw.com and scott.shean@lw.com

and

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attn: Francis J. Aquila
E-mail: aquilaf@sullcrom.com

Section 16.06 Binding Effect; Intended Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 16.07 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or any of its Affiliates, and no creditor who makes a loan to the Company or any of its Affiliates may have or acquire (except pursuant to the terms of a separate agreement executed by the Company in favor of such creditor) at any time as a result of making the loan any direct or indirect interest in Company Profits, Losses, Distributions, capital or property other than as a secured creditor.

Section 16.08 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition, regardless of how long such failure continues.

Section 16.09 Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which together shall constitute one and the same agreement binding on all the parties hereto.

Section 16.10 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Any dispute relating hereto shall be heard in the state or federal courts of the State of Delaware, and the parties agree to jurisdiction and venue therein.

Section 16.11 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 16.12 Further Action. The parties shall execute and deliver all documents, provide all information and take or refrain from taking such actions as may be reasonably necessary or appropriate to achieve the purposes of this Agreement.

Section 16.13 Conflict. In the event of a direct conflict between the provisions of this Agreement and (i) any provision of the Certificate or (ii) any mandatory, non-waivable provision of the Delaware Act, such provision of the Certificate or the Delaware Act shall control. If any provision of the Delaware Act provides that it may be varied or superseded in the agreement of a limited liability company (or otherwise by agreement of the members or managers of a limited liability company), such provision shall be deemed superseded and waived in its entirety if this Agreement contains a provision addressing the same issue or subject matter.

Section 16.14 Delivery by Electronic Transmission. This Agreement and any signed agreement or instrument entered into in connection with this Agreement or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of an electronic transmission, including by a facsimile machine or via email, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of electronic transmission by a facsimile machine or via email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through such electronic transmission as a defense to the formation of a contract and each such party forever waives any such defense.

Section 16.15 Right of Offset. Whenever the Company is to pay any sum (other than pursuant to Article IV) to any Member, any amounts that such Member owes to the Company which are not the subject of a good faith dispute may be deducted from that sum before payment. For the avoidance of doubt, the distribution of Units to the Corporation shall not be subject to this Section 16.15.

Section 16.16 Effectiveness. This Agreement shall be effective immediately upon the Business Combination Closing (the “*Effective Time*”). The Second A&R LLC Agreement shall govern the rights and obligations of the Company and the other parties to this Agreement in their capacity as Members prior to the Effective Time.

Section 16.17 Entire Agreement. This Agreement and those documents expressly referred to herein (including the Stockholders Agreement and the Business Combination Agreement) embody the entire agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way. For the avoidance of doubt, the Second A&R LLC Agreement is superseded in its entirety by this Agreement as of the Effective Time and shall be of no further force and effect thereafter.

Section 16.18 Remedies. Each Member shall have all rights and remedies set forth in this Agreement and all rights and remedies which such Person has been granted at any time under any other agreement or contract and all of the rights which such Person has under any Law. To the fullest extent permitted by applicable Law, any Person having any rights under any provision of this Agreement or any other agreements contemplated hereby shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by Law.

Section 16.19 Descriptive Headings: Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the word “including” in this Agreement shall be by way of example rather than by limitation. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. Without limiting the generality of the immediately preceding sentence, no amendment or other modification to any agreement, document or instrument that requires the consent of any Person pursuant to the terms of this Agreement or any other agreement will be given effect hereunder unless such Person has consented in writing to such amendment or modification. Wherever required by the context, references to a Fiscal Year shall refer to a portion thereof. The use of the words “or,” “either” and “any” shall not be exclusive. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Wherever a conflict exists between this Agreement and any other agreement, this Agreement shall control but solely to the extent of such conflict.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Third Amended and Restated Limited Liability Company Agreement as of the date first written above.

COMPANY:

AMNEAL PHARMACEUTICALS LLC

By: /s/ Chirag Patel

Name: Chirag Patel

Title: Co-Chairman and CEO

[*Signature Page to Third Amended and Restated Limited Liability Company Agreement*]

MEMBERS:

AMNEAL PHARMACEUTICALS, INC.

By: /s/ Bryan M. Reasons

Name: Bryan M. Reasons

Title: Chief Financial Officer

[*Signature Page to Third Amended and Restated Limited Liability Company Agreement*]

**AMNEAL PHARMACEUTICALS HOLDING COMPANY
LLC**

By: /s/ Chintu Patel

Name: Chintu Patel

Title: CEO

[*Signature Page to Third Amended and Restated Limited Liability Company Agreement*]

AH PPU MANAGEMENT, LLC

**By: AMNEAL HOLDINGS, LLC,
its General Manager**

By: /s/ Chirag Patel

Name: Chirag Patel

Title: Co-Chairman and CEO

[*Signature Page to Third Amended and Restated Limited Liability Company Agreement*]

AP CLASS D MEMBER, LLC

**By: AMNEAL HOLDINGS, LLC,
its General Manager**

By: /s/ Chirag Patel

Name: Chirag Patel

Title: Co-Chairman and CEO

[*Signature Page to Third Amended and Restated Limited Liability Company Agreement*]

AP CLASS E MEMBER, LLC

**By: AMNEAL HOLDINGS, LLC,
its General Manager**

By: /s/ Chirag Patel

Name: Chirag Patel

Title: Co-Chairman and CEO

[*Signature Page to Third Amended and Restated Limited Liability Company Agreement*]

AMNEAL HOLDINGS, LLC

By: /s/ Chirag Patel

Name: Chirag Patel

Title: Co-Chairman and CEO

[*Signature Page to Third Amended and Restated Limited Liability Company Agreement*]

SCHEDULE 1 *

SCHEDULE OF MEMBERS

<u>Member</u>	<u>Common Units</u>	<u>Percentage Interest</u>	<u>Contribution Closing Capital Account Balance</u>	<u>Additional Cash Capital Contributions</u>	<u>Additional Non-Cash Capital Contributions</u>	<u>Capital Accounts</u>
Amneal Pharmaceuticals, Inc.						
Amneal Pharmaceuticals Holding Company LLC						
AH PPU Management, LLC						
AP Class D Member, LLC						
AP Class E Member, LLC						

* This Schedule of Members shall be updated from time to time to reflect any adjustment with respect to any subdivision (by Unit split or otherwise) or any combination (by reverse Unit split or otherwise) of any outstanding Common Units, or to reflect any additional issuances of Common Units pursuant to this Agreement.

FORM OF JOINDER AGREEMENT

This JOINDER AGREEMENT, dated as of _____, 20____ (this “Joinder”), is delivered pursuant to that certain Third Amended and Restated Limited Liability Company Agreement, dated as of [____], 201[____] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “LLC Agreement”) by and among Amneal Pharmaceuticals LLC, a Delaware limited liability company (the “Company”), Amneal Pharmaceuticals, Inc., a Delaware corporation and the managing member of the Company (the “Manager”), and each of the Members from time to time party thereto. Capitalized terms used but not otherwise defined herein have the respective meanings set forth in the LLC Agreement.

1. Joinder to the LLC Agreement. Upon the execution of this Joinder by the undersigned and delivery hereof to the Manager, the undersigned hereby is and hereafter will be a Member under the LLC Agreement and a party thereto, with all the rights, privileges and responsibilities of a Member thereunder. The undersigned hereby agrees that it shall comply with and be fully bound by the terms of the LLC Agreement as if it had been a signatory thereto as of the date thereof.
2. Incorporation by Reference. All terms and conditions of the LLC Agreement are hereby incorporated by reference in this Joinder as if set forth herein in full.
3. Address. All notices under the LLC Agreement to the undersigned shall be direct to:
 [Name]
 [Address]
 [City, State, Zip Code]
 Attn:
 Facsimile:
 E-mail:

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Joinder as of the day and year first above written.

[NAME OF NEW MEMBER]

By: _____
Name:
Title:

Acknowledged and agreed
as of the date first set forth above:

AMNEAL PHARMACEUTICALS LLC

By: AMNEAL PHARMACEUTICALS, INC.,
its Managing Member

By: _____
Name:
Title:

TAX RECEIVABLE AGREEMENT

by and among

AMNEAL PHARMACEUTICALS, INC.

AMNEAL PHARMACEUTICALS LLC and

**THE MEMBERS OF AMNEAL PHARMACEUTICALS LLC
FROM TIME TO TIME PARTY HERETO**

Dated as of May 4, 2018

CONTENTS

	Page
Article I. DEFINITIONS	2
Section 1.1 Definitions	2
Section 1.2 Rules of Construction	11
Article II. DETERMINATION OF REALIZED TAX BENEFIT	12
Section 2.1 Basis Adjustments; Amneal LLC 754 Election	12
Section 2.2 Basis Schedules	12
Section 2.3 Tax Benefit Schedules	13
Section 2.4 Procedures; Amendments	13
Article III. TAX BENEFIT PAYMENTS	15
Section 3.1 Timing and Amount of Tax Benefit Payments	15
Section 3.2 No Duplicative Payments	17
Section 3.3 Pro-Ration of Payments as Between the Members	18
Article IV. TERMINATION	18
Section 4.1 Early Termination of Agreement; Breach of Agreement	18
Section 4.2 Early Termination Notice	20
Section 4.3 Payment Upon Early Termination	20
Article V. SUBORDINATION AND LATE PAYMENTS	21
Section 5.1 Subordination	21
Section 5.2 Late Payments by the Corporation	21
Article VI. TAX MATTERS; CONSISTENCY; COOPERATION	21
Section 6.1 Participation in the Corporation's and Amneal LLC's Tax Matters	21
Section 6.2 Consistency	22
Section 6.3 Cooperation	22
Section 6.4 Approvals	23
Section 6.5 Tax Attributes	23
Article VII. MISCELLANEOUS	23
Section 7.1 Notices	23
Section 7.2 Counterparts	24
Section 7.3 Entire Agreement; No Third Party Beneficiaries	24
Section 7.4 Governing Law	24
Section 7.5 Severability	24

Section 7.6	Assignments; Amendments; Successors; No Waiver	25
Section 7.7	Titles and Subtitles	25
Section 7.8	Resolution of Disputes	25
Section 7.9	Reconciliation	26
Section 7.10	Withholding	27
Section 7.11	Admission of the Corporation into a Consolidated Group; Transfers of Corporate Assets	27
Section 7.12	Confidentiality	28
Section 7.13	Change in Law	29
Section 7.14	Interest Rate Limitation	29
Section 7.15	Independent Nature of Rights and Obligations	29

Exhibits

<u>Exhibit A</u>	-	Form of Joinder Agreement
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TAX RECEIVABLE AGREEMENT

This TAX RECEIVABLE AGREEMENT (this “Agreement”), dated as of May 4, 2018 is hereby entered into by and among Amneal Pharmaceuticals, Inc., a Delaware corporation (the “Corporation”), Amneal Pharmaceuticals LLC, a Delaware limited liability company (“Amneal LLC”) and each of the Members from time to time party hereto. Capitalized terms used but not otherwise defined herein have the respective meanings set forth in Section 1.1.

RECITALS

WHEREAS, Amneal LLC is treated as a partnership for U.S. federal income tax purposes;

WHEREAS, each of the members of Amneal LLC as of the date hereof other than the Corporation (such members, together with each other Person who becomes a party hereto by satisfying the Joinder Requirement, the “Members”) owns Units;

WHEREAS, the Corporation is the sole managing member of Amneal LLC;

WHEREAS, the Corporation has issued shares of its Class A common stock, par value \$0.01 per share (“Class A Common Stock”);

WHEREAS, on and after the date hereof, pursuant to Section 11.01 of the LLC Agreement, each Member has the right, in its sole discretion, from time to time to have all or a portion of its Units redeemed by Amneal LLC for Class A Common Stock and/or Class B-1 Common Stock or, at the Corporation’s election, cash (in each case, a “Redemption”); *provided* that, at the election of the Corporation in its sole discretion, the Corporation may effect a direct exchange of such cash or shares of Class A Common Stock or Class B-1 Common Stock for such Units (a “Direct Exchange”);

WHEREAS, Amneal LLC will have in effect an election under Section 754 of the Code as provided under Section 2.1(b) for the Taxable Year in which any Exchange occurs, which election will result in an adjustment to the Corporation’s share of the tax basis of the assets owned by Amneal LLC and its relevant subsidiaries (including any subsidiary that is (i) classified as a partnership for U.S. federal income tax purposes and has made an election under Section 754 of the Code or (ii) disregarded as separate from its owner for U.S. federal income tax purposes) (Amneal LLC and its relevant subsidiaries, the “Amneal LLC Group”), as of the date of the Exchange, with a consequent result on the taxable income subsequently derived therefrom; and

WHEREAS, the parties to this Agreement desire to provide for certain payments and make certain arrangements with respect to any tax benefits to be derived by the Corporation as the result of Exchanges and making payments under this Agreement, and to ease administrative burdens, an assumed tax rate shall be used to approximate the Corporation’s state and local liabilities for Covered Taxes without regard to such tax benefits for each Taxable Year.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

**ARTICLE I.
DEFINITIONS**

Section 1.1 Definitions. As used in this Agreement, the terms set forth in this Article I shall have the following meanings.

“Actual Interest Amount” is defined in Section 3.1(b)(vii) of this Agreement.

“Actual Federal Tax Liability” means, with respect to any Taxable Year, the liability for U.S. federal Covered Taxes of the Corporation (i) appearing on U.S. federal Tax Returns of the Corporation for such Taxable Year and (ii) if applicable, determined in accordance with a Determination (including interest imposed in respect thereof under applicable law).

“Actual Other Tax Liability” means, with respect to any Taxable Year, the product of (i) the sum of (x) U.S. federal taxable income of the Corporation determined in connection with calculating the Actual Federal Tax Liability for such Taxable Year and (y) actual state and local tax liabilities of the Corporation for such Taxable Year, and (ii) the Assumed Other Tax Rate.

“Actual Tax Liability” means, with respect to any Taxable Year, the Actual Federal Tax Liability for such Taxable Year, plus the Actual Other Tax Liability for such Taxable Year.

“Advisory Firm” means a nationally recognized accounting firm mutually agreed to by the Corporation and the Member Representative or, if the Corporation and the Member Representative are unable to agree on such a firm, Deloitte LLP.

“Advisory Firm Letter” means a letter prepared by the Advisory Firm used by the Corporation in connection with the performance of its obligations under this Agreement, which states that the relevant Schedules, notices or other information to be provided by the Corporation to the Members, along with all supporting schedules and work papers, were prepared in a manner that is consistent with the terms of this Agreement and, to the extent not expressly provided in this Agreement, on a reasonable basis in light of the facts and law in existence on the date such Schedules, notices or other information were delivered by the Corporation to the Members.

“Affiliate” has the meaning set forth in the Business Combination Agreement.

“Agreed Rate” means the Reference Rate plus 150 basis points.

“Agreement” is defined in the preamble.

“Amended Schedule” is defined in Section 2.4(b) of this Agreement.

“Assumed Other Tax Rate” means (i) the sum of the products of (a) the Corporation’s income and franchise tax apportionment rate(s) for each state and local jurisdiction in which Amneal LLC or the Corporation files an income or franchise tax return for the relevant Taxable Year and (b) the highest corporate income and franchise tax rate(s) paid by the Corporation for each state and local jurisdiction in which Amneal LLC or the Corporation files an income or franchise tax return for each relevant Taxable Year, *provided* that if state and local income and franchise taxes are deductible in the relevant Taxable Year for U.S. federal income tax purposes, such sum shall be reduced by (ii) the product of (x) the Corporation’s marginal U.S. federal income tax rate for the relevant Taxable Year and (y) the rate calculated under clause (i).

“Amneal LLC” is defined in the preamble.

“Amneal LLC Group” is defined in the recitals to this Agreement.

“Assumed Tax Liability” has the meaning set forth in the LLC Agreement.

“Attributable” is defined in Section 3.1(b)(i) of this Agreement.

“Audit Committee” means the audit committee of the Board.

“Bankruptcy Code” means Title 11, U.S. Code or any similar federal law for the relief of debtors.

“Basis Adjustment” means the increase or decrease to, or the Corporation’s share of, the tax basis of the Reference Assets (i) under Section 734(b) (but only to the extent that an Exchange is treated as an event that gives rise to such adjustment), 743(b), 754 and 755 of the Code and, in each case, the comparable sections of U.S. state and local tax law (in situations where, following an Exchange, Amneal LLC remains in existence as an entity for tax purposes); (ii) under Sections 732 and 1012 of the Code and, in each case, the comparable sections of U.S. state and local tax law (in situations where, as a result of one or more Exchanges, Amneal LLC becomes an entity that is disregarded as separate from its owner for tax purposes), in each case, as a result of any Exchange and any payments made under this Agreement; and (iii) under Section 1012 of the Code as a result of any portion of the assets contributed pursuant to the Holdings Contribution Agreement being treated as having been sold to Amneal LLC for U.S. federal income tax purposes. Notwithstanding any other provision of this Agreement, the amount of any Basis Adjustment resulting from an Exchange of one or more Units shall be determined without regard to any Pre-Exchange Transfer of such Units and as if any such Pre-Exchange Transfer had not occurred.

“Basis Schedule” is defined in Section 2.2 of this Agreement.

“Beneficial Owner” means, with respect to any security, a Person who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares: (i) voting power, which includes the power to vote, or to direct the voting of, with respect to such security and/or (ii) investment power, which includes the power to dispose of, or to direct the disposition of, such security.

“Board” means the Board of Directors of the Corporation.

“Business Combination Agreement” means the Business Combination Agreement, dated as of October 17, 2017, by and among the Corporation, Impax Laboratories, Inc., K2 Merger Sub Corporation and Amneal LLC.

“Business Day” has the meaning set forth in the Business Combination Agreement.

“Change of Control” means the occurrence of any of the following events:

(1) any “person” or “group” (within the meaning of Sections 13(d) and 14(d) of the Exchange Act (excluding any “person” or “group” who, on the Closing Date, is the Beneficial Owner of securities of the Corporation representing more than fifty percent (50%) of the combined voting power of the Corporation’s then outstanding voting securities)) becomes the Beneficial Owner of securities of the Corporation representing more than fifty percent (50%) of the combined voting power of the Corporation’s then outstanding voting securities;

(2) the shareholders of the Corporation approve a plan of complete liquidation or dissolution of the Corporation or there is consummated an agreement or series of related agreements for the sale or other disposition, directly, or indirectly, by the Corporation of all or substantially all of the Corporation’s assets (including through a sale of assets of members of the Amneal LLC Group), other than such sale or other disposition by the Corporation of all or substantially all of the Corporation’s assets to an entity at least fifty percent (50%) of the combined voting power of the voting securities of which are owned by shareholders of the Corporation in substantially the same proportions as their ownership of the Corporation immediately prior to such sale;

(3) there is consummated a Combination, and, immediately after the consummation of such Combination, either (x) the Board immediately prior to the Combination does not constitute at least a majority of the board of directors of the company surviving the Combination or, if the surviving company is a subsidiary, the ultimate parent thereof, or (y) all of the Persons who were the respective Beneficial Owners of the voting securities of the Corporation immediately prior to such Combination do not beneficially own, directly or indirectly, more than 50% of the combined voting power of the then outstanding voting securities of the Person resulting from such Combination; or

(4) the following individuals cease for any reason to constitute a majority of the number of directors of the Corporation then serving: individuals who were directors of the Corporation on the Closing Date and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Corporation) whose appointment or election by the Board or nomination for election by the Corporation’s shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors of the Corporation on the Closing Date or whose appointment, election or nomination for election was previously so approved or recommended by the directors referred to in this clause 4.

Notwithstanding the foregoing, a “Change of Control” shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the Class A Common Stock, Class B Common Stock and Class B-1 Common Stock of the Corporation immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in and voting control over, and own substantially all of the shares of, an entity which owns all or substantially all of the assets of the Corporation immediately following such transaction or series of transactions.

“Class A Common Stock” is defined in the recitals to this Agreement.

“Class B Common Stock” means Class B common stock issued by the Corporation, par value \$0.01 per share.

“Class B-1 Common Stock” means Class B-1 common stock issued by the Corporation, par value \$0.01 per share.

“Closing Date” has the meaning set forth in the Business Combination Agreement.

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

“Combination” means a merger, consolidation, acquisition or other business combination of the Corporation or any direct or indirect subsidiary of the Corporation (including Amneal LLC) with any other corporation or other entity.

“Corporation” is defined in the preamble to this Agreement.

“Corporation Letter” means a letter prepared by the Corporation in connection with the performance of its obligations under this Agreement, which states that the relevant Schedules, notices or other information to be provided by the Corporation to the Members, along with all supporting schedules and work papers, were prepared in a manner that is consistent with the terms of this Agreement and, to the extent not expressly provided in this Agreement, on a reasonable basis in light of the facts and law in existence on the date such Schedules, notices or other information were delivered by the Corporation to the Members.

“Covered Taxes” means any and all U.S. federal, state and local taxes, assessments or similar charges that are based on or measured with respect to net income or profits, whether as an exclusive or an alternative basis (including for the avoidance of doubt, franchise taxes), and any interest imposed in respect thereof under applicable law.

“Cumulative Net Realized Tax Benefit” is defined in Section 3.1(b)(iii) of this Agreement.

“Default Rate” means the Reference Rate plus 525 basis points.

“Default Rate Interest” is defined in Section 3.1(b)(ix) of this Agreement.

“Determination” shall have the meaning ascribed to such term in Section 1313(a) of the Code or similar provision of U.S. state or local tax law, as applicable, or any other event (including the execution of IRS Form 870-AD) that finally and conclusively establishes the amount of any liability for tax.

“Direct Exchange” is defined in the recitals to this Agreement.

“Dispute” is defined in Section 7.8(a) of this Agreement.

“Early Termination Effective Date” means the date of an Early Termination Notice for purposes of determining the Early Termination Payment.

“Early Termination Notice” is defined in Section 4.2 of this Agreement.

“Early Termination Payment” is defined in Section 4.3(b) of this Agreement.

“Early Termination Rate” means the lesser of (i) the Reference Rate plus 100 basis points and (ii) 6.50% per annum, compounded annually.

“Early Termination Reference Date” is defined in Section 4.2 of this Agreement.

“Early Termination Schedule” is defined in Section 4.2 of this Agreement.

“Exchange” means any Direct Exchange or Redemption that in either case results in an adjustment under Section 734(b), 743(b) or 1012 of the Code with respect to the Amneal LLC Group.

“Exchange Act” means the Securities and Exchange Act of 1934, as amended, or any successor provisions thereto.

“Exchange Date” means the date of any Exchange.

“Expert” is defined in Section 7.9 of this Agreement.

“Extension Rate Interest” is defined in Section 3.1(b)(viii) of this Agreement.

“Final Payment Date” means any date on which a payment is required to be made pursuant to this Agreement. For the avoidance of doubt, the Final Payment Date in respect of a Tax Benefit Payment is determined pursuant to Section 3.1(a) of this Agreement.

“Holdings Contribution Agreement” means that certain Contribution Agreement, dated as of October 5, 2017, by and among Amneal Pharmaceuticals Holding Company, LLC and Amneal LLC.

“Hypothetical Federal Tax Liability” means, with respect to any Taxable Year, the hypothetical liability of the Corporation that would arise in respect of U.S. federal Covered Taxes, using the same methods, elections, conventions and similar practices used on the actual relevant U.S. federal Tax Returns of the Corporation but (i) calculating depreciation, amortization, or other similar deductions, or otherwise calculating any items of income, gain, or

loss, using the Non-Adjusted Tax Basis as reflected on the Basis Schedule, including amendments thereto for such Taxable Year; (ii) excluding any deduction attributable to Imputed Interest for such Taxable Year; (iii) treating any PTI Distribution as a distribution that is not described by Code Section 959; and (iv) deducting actual state and local tax liabilities for such Taxable Year and deducting or crediting, as applicable, allowable foreign tax liabilities for purposes of determining U.S. federal taxable income. For the avoidance of doubt, the Hypothetical Federal Tax Liability shall be determined without taking into account the carryover or carryback of any tax item (or portions thereof) that is attributable to any of the items described in clauses (i) or (ii) of the previous sentence.

“Hypothetical Other Tax Liability” means, with respect to any Taxable Year, the product of (i) the sum of (x) U.S. federal taxable income of the Corporation determined in connection with calculating the Hypothetical Federal Tax Liability for such Taxable Year and (y) the amount of state and local tax liabilities of the Corporation used for purposes of clause (iv) of the definition of Hypothetical Federal Tax Liability with respect to such Taxable Year and (ii) the Assumed Other Tax Rate.

“Hypothetical Tax Liability” means, with respect to any Taxable Year, the Hypothetical Federal Tax Liability for such Taxable Year, plus the Hypothetical Other Tax Liability for such Taxable Year.

“ICE LIBOR” means the ICE LIBOR rate for a period of three months, as published on the applicable Bloomberg screen page (or such other commercially available source providing quotations of ICE LIBOR as may be designated in good faith by the Corporation from time to time) at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such period, for dollar deposits (for delivery on the first day of such period) with a term equivalent to such period.

“Imputed Interest” is defined in Section 3.1(b)(vi) of this Agreement.

“Independent Directors” means the members of the Board who are “independent” under the standards set forth in Rule 10A-3 promulgated under the U.S. Securities Exchange Act of 1933, as amended, and the corresponding rules of the applicable exchange on which the Class A Common Stock is traded or quoted.

“IRS” means the U.S. Internal Revenue Service.

“Joinder” means a joinder to this Agreement, in form and substance substantially similar to Exhibit A to this Agreement.

“Joinder Requirement” is defined in Section 7.6(a) of this Agreement.

“LLC Agreement” means that certain Third Amended and Restated Limited Liability Company Agreement of Amneal Pharmaceuticals LLC, dated as of the Closing Date, as such agreement may be further amended, restated, supplemented and/or otherwise modified from time to time.

“Market Value” means the “Common Unit Redemption Price,” as defined in the LLC Agreement.

“Maximum Rate” is defined in Section 7.14 of this Agreement.

“Members” is defined in the recitals to this Agreement.

“Member Representative” means Amneal Holdings, LLC.

“Net Tax Benefit” is defined in Section 3.1(b)(ii) of this Agreement.

“Non-Adjusted Tax Basis” means, with respect to any Reference Asset at any time, the tax basis that such asset would have had at such time if no Basis Adjustments had been made.

“Non-TRA Portion” is defined in Section 2.3(b) of this Agreement.

“Objection Notice” is defined in Section 2.4(a)(i) of this Agreement.

“Parties” means the parties named on the signature pages to this agreement and each additional party that satisfies the Joinder Requirement, in each case with their respective successors and assigns.

“Person” means “person,” as defined in the Business Combination Agreement.

“Pre-Exchange Transfer” means any transfer of one or more Units (including upon the death of a Member or upon the issuance of Units resulting from the exercise of an option to acquire such Units) (i) that occurs prior to an Exchange of such Units and (ii) to which Section 743(b) of the Code applies.

“PTI Distribution” means any distribution of an amount described by Code Section 959 that is attributable to or the result of an Exchange.

“Realized Tax Benefit” is defined in Section 3.1(b)(iv) of this Agreement.

“Realized Tax Detriment” is defined in Section 3.1(b)(v) of this Agreement.

“Reconciliation Dispute” is defined in Section 7.9 of this Agreement.

“Reconciliation Procedures” is defined in Section 2.4(a) of this Agreement.

“Redemption” has the meaning in the recitals to this Agreement.

“Reference Asset” means any asset of Amneal LLC or any of its successors or assigns, and whether held directly by Amneal LLC or indirectly by Amneal LLC through a member of the Amneal LLC Group, at the time of an Exchange. A Reference Asset also includes any asset the tax basis of which is determined, in whole or in part, by reference to the tax basis of an asset that is described in the preceding sentence, including “substituted basis property” within the meaning of Section 7701(a)(42) of the Code.

“Reference Rate” means the Reference Rate Base plus the Reference Rate Spread.

“Reference Rate Base” means ICE LIBOR during any period for which such rate is published in accordance with the definition thereof. If ICE LIBOR ceases to be published in accordance with the definition thereof, the Corporation and the Member Representative shall work together in good faith to select a new Reference Rate with similar characteristics.

“Reference Rate Spread” means 0 basis points during any period for which ICE LIBOR is published in accordance with the definition thereof. If ICE LIBOR ceases to be published in accordance with the definition thereof, the Corporation and the Member Representative shall work together in good faith to select a new Reference Rate Spread, such that the Reference Rate is not materially changed (and in no event by more than 25 basis points) as a result of the selection of a new Reference Rate Base at the time of such selection.

“Schedule” means any of the following: (i) a Basis Schedule, (ii) a Tax Benefit Schedule, or (iii) the Early Termination Schedule, and, in each case, any amendments thereto.

“Senior Obligations” is defined in Section 5.1 of this Agreement.

“Subsequent Acquisition” means any acquisition, closing after the Closing Date, of the equity interests or assets of one or more business entities.

“Subsequent Acquisition Target” means any asset or entity acquired in a Subsequent Acquisition.

“Subsequent Acquisition Tax Benefits” means any and all tax benefits in respect of Covered Taxes of the Corporation arising as a result of a Subsequent Acquisition, including: (i) any deduction attributable to the carryforward of a net operating loss or any credits of a Subsequent Acquisition Target generated in a Taxable Year that ends prior to, or on the date of, the closing of the relevant Subsequent Acquisition, (ii) any deductions attributable to transaction expenses (including transaction-related compensation) of a Subsequent Acquisition Target, (iii) any deductions or offsets to income attributable to a step-up in tax basis resulting from a Subsequent Acquisition, (iv) any deduction for interest on liabilities incurred or carried to effect a Subsequent Acquisition, and (v) any net operating losses or net capital losses arising from the business of a Subsequent Acquisition Target, whether generated before or after a Subsequent Acquisition.

“Tax Benefit Payment” is defined in Section 3.1(b) of this Agreement.

“Tax Benefit Schedule” is defined in Section 2.3(a) of this Agreement.

“Tax Return” has the meaning set forth in the Business Combination Agreement.

“Taxable Year” means a taxable year of the Corporation as defined in Section 441(b) of the Code or comparable section of U.S. state or local tax law, as applicable (and, therefore, for the avoidance of doubt, may include a period of less than twelve (12) months for which a Tax Return is made), ending on or after the Closing Date.

“Taxing Authority” means any national, federal, state, county, municipal, or local government, or any subdivision, agency, commission or authority thereof, or any quasi-governmental body, or any other authority of any kind, exercising regulatory or other authority in relation to tax matters.

“Termination Objection Notice” is defined in Section 4.2 of this Agreement.

“TRA-Portion” is defined in Section 2.3(b) of this Agreement.

“Treasury Regulations” means the final, temporary, and (to the extent they can be relied upon) proposed regulations under the Code, as promulgated from time to time (including corresponding provisions and succeeding provisions) as in effect for the relevant taxable period.

“U.S.” means the United States of America.

“Units” means “Common Units” as defined in the LLC Agreement.

“Valuation Assumptions” means, as of an Early Termination Effective Date, the assumptions that:

(1) in each Taxable Year ending on or after such Early Termination Effective Date, the Corporation will have taxable income sufficient to fully use the deductions arising from the Basis Adjustments and the Imputed Interest during such Taxable Year or future Taxable Years (including, for the avoidance of doubt, Basis Adjustments and Imputed Interest that would result from future Tax Benefit Payments that would be paid in accordance with the Valuation Assumptions) in which such deductions would become available;

(2) the U.S. federal income tax rates that will be in effect for each such Taxable Year will be those specified for each such Taxable Year by the Code and other law as in effect on the Early Termination Effective Date, except to the extent any change to such tax rates for such Taxable Year have already been enacted into law;

(3) all taxable income of the Corporation will be subject to the maximum applicable tax rates for each Covered Tax throughout the relevant period, *provided*, that the combined tax rate for U.S. state and local income taxes shall be the Assumed Other Tax Rate;

(4) any loss carryovers or carrybacks generated by any Basis Adjustment or Imputed Interest (including such Basis Adjustment and Imputed Interest generated as a result of payments under this Agreement) and available as of the date of the Early Termination Schedule will be used by the Corporation ratably in each Taxable Year from the date of the Early Termination Schedule through the scheduled expiration date of such loss carryovers or carrybacks; by way of example, if on the date of the Early Termination Schedule the Corporation had \$100 of net operating losses with a carryforward period of ten (10) years, \$10 of such net operating losses would be used in each of the ten (10) consecutive Taxable Years beginning in the Taxable Year of such Early Termination Schedule;

(5) any non-amortizable assets will be disposed of on the Early Termination Effective Date;

(6) if, on the Early Termination Effective Date, any Member has Units that have not been Exchanged, then such Units shall be deemed to be Exchanged for the Market Value of the shares of Class A Common Stock that would be received by such Member if such Units had been Exchanged on the Early Termination Effective Date, and such Member shall be deemed to receive the amount of cash such Member would have been entitled to pursuant to Section 4.3(a) had such Units actually been Exchanged on the Early Termination Effective Date; and

(7) any payment obligations pursuant to this Agreement will be satisfied on the date that any Tax Return to which such payment obligation relates is required to be filed excluding any extensions.

Section 1.2 Rules of Construction. Unless otherwise specified herein:

(a) The meanings of defined terms are equally applicable to both (i) the singular and plural forms and (ii) the active and passive forms of the defined terms.

(b) For purposes of interpretation of this Agreement:

(i) The words “herein,” “hereto,” “hereof” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision thereof.

(ii) References in this Agreement to a Schedule, Article, Section, clause or sub-clause refer to the appropriate Schedule to, or Article, Section, clause or subclause in, this Agreement.

(iii) References in this Agreement to dollars or “\$” refer to the lawful currency of the United States of America.

(iv) The term “including” is by way of example and not limitation.

(v) The term “documents” includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(c) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including;” the words “to” and “until” each mean “to but excluding;” and the word “through” means “to and including.”

(d) Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Agreement.

(e) Unless otherwise expressly provided herein, (a) references to organization documents (including the LLC Agreement), agreements (including this Agreement) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are permitted hereby; and (b) references to any law (including the Code and the Treasury Regulations) shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such law.

ARTICLE II.

DETERMINATION OF REALIZED TAX BENEFIT

Section 2.1 Basis Adjustments; Amneal LLC 754 Election.

(a) Basis Adjustments. The Parties acknowledge and agree that (A) each Redemption shall be treated as a direct purchase of Units by the Corporation from the applicable Member pursuant to Section 707(a)(2)(B) of the Code and (B) each Exchange will give rise to Basis Adjustments. For the avoidance of doubt, payments made under this Agreement shall not be treated as resulting in a Basis Adjustment to the extent such payments are treated as Imputed Interest or Default Rate Interest. Further, the Parties intend that Basis Adjustments be calculated in accordance with Treasury Regulations Section 1.743-1.

(b) Amneal LLC Section 754 Election. In its capacity as the sole managing member of Amneal LLC, the Corporation will ensure that, on and after the date hereof and continuing throughout the term of this Agreement, Amneal LLC and each of its direct and indirect subsidiaries (including any successors to Amneal LLC and its direct and indirect subsidiaries arising as a result of terminations occurring pursuant to Section 708(b)(1)(B) of the Code) that is treated as a partnership for U.S. federal income tax purposes will have in effect an election under Section 754 of the Code (and under any similar provisions of applicable U.S. state or local law) for each Taxable Year; *provided* that with respect to any direct or indirect subsidiary of Amneal LLC that is treated as a partnership for U.S. federal income tax purposes for which the Corporation or any of its subsidiaries do not have the authority under the governing documents of such subsidiary to cause or are otherwise prohibited from causing such subsidiary to have in effect an election under Section 754 of the Code (or under any similar provisions of applicable U.S. state or local law), the Corporation shall only be required to take commercially reasonable efforts to cause such subsidiary to have such an election in effect.

Section 2.2 Basis Schedules. Within ninety (90) calendar days after the filing of the U.S. federal income Tax Return of the Corporation for each relevant Taxable Year, the Corporation shall, at its own expense, prepare, with assistance from the Advisory Firm, and deliver to the Members a schedule (the "Basis Schedule") that shows, in reasonable detail as necessary in order to understand the calculations performed under this Agreement: (a) the Basis Adjustments with respect to the Reference Assets as a result of the relevant Exchanges effected in such Taxable Year, calculated (I) in the aggregate (including, for the avoidance of doubt, Exchanges by all Members) and (II) solely with respect to Exchanges by the applicable Member; (b) the period (or periods) over which the Reference Assets are amortizable and/or depreciable; and (c) the period (or periods) over which each Basis Adjustment is amortizable and/or depreciable. The Basis Schedule will become final and binding on the Parties pursuant to the procedures set forth in Section 2.4(a) and may be amended by the Parties pursuant to the procedures set forth in Section 2.4(b).

Section 2.3 Tax Benefit Schedules.

(a) Tax Benefit Schedule. Within ninety (90) calendar days after the filing of the U.S. federal income Tax Return of the Corporation for any Taxable Year in which there is a Realized Tax Benefit or Realized Tax Detriment, the Corporation shall, at its own expense, prepare, with assistance from the Advisory Firm, and deliver to the Members a schedule showing, in reasonable detail, the calculation of the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year (a “Tax Benefit Schedule”). The Tax Benefit Schedule will become final and binding on the Parties pursuant to the procedures set forth in Section 2.4(a), and may be amended by the Parties pursuant to the procedures set forth in Section 2.4(b).

(b) Applicable Principles. Subject to the provisions of this Agreement, the Realized Tax Benefit or Realized Tax Detriment for each Taxable Year is intended to measure the decrease or increase in the Actual Tax Liability of the Corporation for such Taxable Year attributable to the Basis Adjustments and Imputed Interest, as determined using a “with and without” methodology described in Section 2.4(a). Carryovers or carrybacks of any tax item attributable to any Basis Adjustment or Imputed Interest shall be considered to be subject to the rules of the Code and the Treasury Regulations or the appropriate provisions of U.S. state and local tax law, as applicable, governing the use, limitation and expiration of carryovers or carrybacks of the relevant type. If a carryover or carryback of any tax item includes a portion that is attributable to a Basis Adjustment or Imputed Interest (a “TRA Portion”) and another portion that is not (a “Non-TRA Portion”), such portions shall be considered to be used in accordance with the “with and without” methodology so that: (i) the amount of any Non-TRA Portion is deemed utilized first, followed by the amount of any TRA Portion (with the TRA Portion being applied on a proportionate basis consistent with the provisions of Section 3.3(a)); and (ii) in the case of a carryback of a Non-TRA Portion, such carryback shall not affect the original “with and without” calculation made in the prior Taxable Year. The Parties agree that, subject to the second to last sentence of Section 2.1(a), all Tax Benefit Payments attributable to an Exchange will be treated as subsequent upward purchase price adjustments that give rise to further Basis Adjustments for the Corporation beginning in the Taxable Year of payment, and as a result, such additional Basis Adjustments will be incorporated into such Taxable Year continuing for future Taxable Years until any incremental Basis Adjustment benefits with respect to a Tax Benefit Payment equals an immaterial amount.

Section 2.4 Procedures; Amendments.

(a) Procedures. Each time the Corporation delivers an applicable Schedule to the Members under this Agreement, including any Amended Schedule delivered pursuant to Section 2.4(b), but excluding any Early Termination Schedule or amended Early Termination Schedule delivered pursuant to the procedures set forth in Section 4.2, the Corporation shall also, at its own expense: (x) deliver supporting schedules and work papers, as determined in good faith by the Corporation or as reasonably requested by any Member, that provide a reasonable level of detail regarding the data and calculations that were relevant for purposes of preparing the Schedule; (y) deliver an Advisory Firm Letter supporting such Schedule (or, if the Advisory

Firm cannot as a general matter of such Advisory Firm's internal policies deliver Advisory Firm Letters, a Corporation Letter); and (z) allow the Members and their advisors to have reasonable access to the appropriate representatives, as determined in good faith by the Corporation or as reasonably requested by the Members, at the Corporation and the Advisory Firm in connection with a review of such Schedule. Without limiting the generality of the preceding sentence, the Corporation shall ensure that any Tax Benefit Schedule that is delivered to the Members, along with any supporting schedules and work papers, provides a reasonably detailed presentation of the calculation of the Actual Tax Liability of the Corporation for the relevant Taxable Year (the "with" calculation) and the Hypothetical Tax Liability of the Corporation for such Taxable Year (the "without" calculation), and identifies any material assumptions or operating procedures or principles that were used for purposes of such calculations. An applicable Schedule or amendment thereto shall become final and binding on the Parties thirty (30) calendar days from the date on which the Members first received the applicable Schedule or amendment thereto unless:

(i) a Member within thirty (30) calendar days after receiving the applicable Schedule or amendment thereto, provides the Corporation with written notice of a material objection to such Schedule that is made in good faith and that sets forth in reasonable detail such Member's material objection (an "Objection Notice"); or

(ii) each Member provides a written waiver of its right to deliver an Objection Notice within the time period described in clause (i) above, in which case such Schedule or amendment thereto becomes binding on the date the waiver from all Members is received by the Corporation.

In the event that a Member timely delivers an Objection Notice pursuant to clause (i) above, and if the Parties, for any reason, are unable to successfully resolve the issues raised in the Objection Notice within thirty (30) calendar days after receipt by the Corporation of the Objection Notice, the Corporation and the Member shall employ the reconciliation procedures as described in Section 7.9 of this Agreement (the "Reconciliation Procedures"). Notwithstanding anything to the contrary herein, to the extent that supporting schedules or work papers are requested pursuant to this Section 2.4(a) by a Member that (x) was not a member of Amneal LLC as of the date hereof, (y) does not hold directly or indirectly, together with Persons under common control with such Member, on an aggregate basis, at least five percent (5%) of the outstanding Units on the date of such Member's request and (z) would not be entitled to receive directly or indirectly, together with Persons under common control with such Member, on an aggregate basis, at least five percent (5%) of the aggregate amount of all Early Termination Payments payable to all Members hereunder if the Corporation exercised its right of early termination on the date of such Member's request, the cost of preparing such supporting schedules or work papers shall be borne solely by such requesting Member by set-off against the next Tax Benefit Payment to be made to such requesting Member pursuant to Section 3.1(a).

(b) Amended Schedule. The applicable Schedule for any Taxable Year may be amended from time to time by the Corporation, at its own expense: (i) in connection with a Determination affecting such Schedule; (ii) to correct inaccuracies in the Schedule identified as a result of the receipt of additional factual information relating to a Taxable Year after the date the Schedule was originally provided to the Members; (iii) to comply with an Expert's determination

under the Reconciliation Procedures applicable to this Agreement; (iv) to reflect a change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to a carryback or carryforward of a loss or other Tax item to such Taxable Year; (v) to reflect a change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to an amended Tax Return filed for such Taxable Year; or (vi) to adjust a Basis Schedule to take into account any Tax Benefit Payments made pursuant to this Agreement (any such Schedule, an “Amended Schedule”).

ARTICLE III. TAX BENEFIT PAYMENTS

Section 3.1 Timing and Amount of Tax Benefit Payments.

(a) Timing of Payments. Subject to Sections 3.2 and 3.3, within three (3) Business Days following the date on which each Tax Benefit Schedule that is required to be delivered by the Corporation to the Members pursuant to Section 2.3(a) of this Agreement becomes final in accordance with Section 2.4(a) of this Agreement (such date, the “Final Payment Date” in respect of any Tax Benefit Payment), the Corporation shall pay to each relevant Member the Tax Benefit Payment as determined pursuant to Section 3.1(b). Each such Tax Benefit Payment shall be made by wire transfer of immediately available funds to the bank account previously designated by such Members or as otherwise agreed by the Corporation and such Members. For the avoidance of doubt, the Members shall not be required under any circumstances to return any portion of any Tax Benefit Payment previously paid by the Corporation to the Members (including any portion of any Early Termination Payment). Notwithstanding anything herein to the contrary, at the election of a Member, the aggregate Tax Benefit Payments in respect of an Exchange (other than amounts accounted for as interest under the Code) shall not exceed an amount specified by the exchanging Member in the notice described in the following sentence. The election described in the prior sentence shall be made by an exchanging Member by providing written notice to the Corporation, as described in Section 7.1, no later than the last day of such Member’s taxable year that includes such Exchange.

(b) Amount of Payments. For purposes of this Agreement, a “Tax Benefit Payment” with respect to any Member means an amount, not less than zero, equal to the sum of: (i) the Net Tax Benefit that is Attributable to such Member and (ii) the Actual Interest Amount.

(i) Attributable. A Net Tax Benefit is “Attributable” to a Member to the extent that it is derived from any Basis Adjustment or Imputed Interest that is attributable to an Exchange undertaken by or with respect to such Member.

(ii) Net Tax Benefit. The “Net Tax Benefit” Attributable to a Member for a Taxable Year equals the amount of the excess, if any, of (x) 85% of the Cumulative Net Realized Tax Benefit Attributable to such Member as of the end of such Taxable Year over (y) the aggregate amount of all Tax Benefit Payments previously made to such Member under this Section 3.1. For the avoidance of doubt, if the Cumulative Net Realized Tax Benefit that is Attributable to a Member as of the end of any Taxable Year is less than the aggregate amount of all Tax Benefit Payments previously made to such Member, such Member shall not be required to return any portion of any Tax Benefit Payment previously made by the Corporation to such Member.

(iii) Cumulative Net Realized Tax Benefit. The “Cumulative Net Realized Tax Benefit” for a Taxable Year equals the cumulative amount of Realized Tax Benefits for all Taxable Years of the Corporation, up to and including such Taxable Year, net of the cumulative amount of Realized Tax Detriments for the same period. The Realized Tax Benefit and Realized Tax Detriment for each Taxable Year shall be determined based on the most recent Tax Benefit Schedule or Amended Schedule, if any, in existence at the time of such determination.

(iv) Realized Tax Benefit. The “Realized Tax Benefit” for a Taxable Year equals the excess, if any, of the Hypothetical Tax Liability over the Actual Tax Liability for such Taxable Year. If all or a portion of the Actual Tax Liability for such Taxable Year arises as a result of an audit or similar proceeding by a Taxing Authority of any Taxable Year, such liability shall not be included in determining the Realized Tax Benefit unless and until there has been a Determination.

(v) Realized Tax Detriment. The “Realized Tax Detriment” for a Taxable Year equals the excess, if any, of the Actual Tax Liability over the Hypothetical Tax Liability for such Taxable Year. If all or a portion of the Actual Tax Liability for such Taxable Year arises as a result of an audit or similar proceeding by a Taxing Authority of any Taxable Year, such liability shall not be included in determining the Realized Tax Detriment unless and until there has been a Determination.

(vi) Imputed Interest. The principles of Sections 1272, 1274, or 483 of the Code, as applicable, and the principles of any similar provision of U.S. state and local law, will apply to cause a portion of any Tax Benefit Payment payable by the Corporation to a Member under this Agreement to be treated as imputed interest (“Imputed Interest”). For the avoidance of doubt, the deduction for the amount of Imputed Interest as determined with respect to any Tax Benefit Payment payable by the Corporation to a Member shall be excluded in determining the Hypothetical Tax Liability of the Corporation for purposes of calculating Realized Tax Benefits and Realized Tax Detriments pursuant to this Agreement.

(vii) Actual Interest Amount. The “Actual Interest Amount” calculated in respect of the Net Tax Benefit for a Taxable Year will equal the amount of any Extension Rate Interest.

(viii) Extension Rate Interest. The amount of “Extension Rate Interest” calculated in respect of the Net Tax Benefit (including previously accrued Imputed Interest) for a Taxable Year will equal interest calculated at the Agreed Rate from the due date (without extensions) for filing the U.S. federal income Tax Return of the Corporation for such Taxable Year until the date on which the Corporation makes a timely Tax Benefit Payment to the Member on or before the Final Payment Date as determined pursuant to Section 3.1(a).

(ix) Default Rate Interest. In the event that the Corporation does not make timely payment of all or any portion of a Tax Benefit Payment to a Member on or before the Final Payment Date as determined pursuant to Section 3.1(a), the amount of “Default Rate Interest” calculated in respect of the Net Tax Benefit (including previously accrued Imputed Interest and Extension Rate Interest) for a Taxable Year will equal interest calculated at the Default Rate from the Final Payment Date for a Tax Benefit Payment as determined pursuant to Section 3.1(a) until the date on which the Corporation makes such Tax Benefit Payment to such Member. For the avoidance of doubt, any deduction for any Default Rate Interest as determined with respect to any Net Tax Benefit payable by the Corporation to a Member shall be included in the Hypothetical Tax Liability of the Corporation for purposes of calculating Realized Tax Benefits and Realized Tax Detriments pursuant to this Agreement.

(x) Except as provided in an election, if any, made pursuant to Section 3.1(a), the Corporation and the Members hereby acknowledge and agree that, as of the date of this Agreement and as of the date of any future Exchange that may be subject to this Agreement, the aggregate value of the Tax Benefit Payments cannot be reasonably ascertained for U.S. federal income or other applicable tax purposes.

(c) Interest. The provisions of Section 3.1(b) are intended to operate so that interest will effectively accrue in respect of the Net Tax Benefit for any Taxable Year as follows:

(i) first, at the applicable rate used to determine the amount of Imputed Interest under the Code (from the relevant Exchange Date until the due date (without extensions) for filing the U.S. federal income Tax Return of the Corporation for such Taxable Year);

(ii) second, at the Agreed Rate in respect of any Extension Rate Interest (from the due date (without extensions) for filing the U.S. federal income Tax Return of the Corporation for such Taxable Year until the Final Payment Date for a Tax Benefit Payment as determined pursuant to Section 3.1(a)); and

(iii) third, at the Default Rate in respect of any Default Rate Interest (from the Final Payment Date for a Tax Benefit Payment as determined pursuant to Section 3.1(a) until the date on which the Corporation makes the relevant Tax Benefit Payment to a Member).

Section 3.2 No Duplicative Payments. It is intended that the provisions of this Agreement will not result in the duplicative payment of any amount (including interest) that may be required under this Agreement, and the provisions of this Agreement shall be consistently interpreted and applied in accordance with that intent. For purposes of this Agreement, and also for the avoidance of doubt, no Tax Benefit Payment shall be calculated or made in respect of any estimated tax payments, including, without limitation, any estimated U.S. federal income tax payments.

Section 3.3 Pro-Ration of Payments as Between the Members.

(a) Insufficient Taxable Income. Notwithstanding anything in Section 3.1(b) to the contrary, if the aggregate potential Covered Tax benefit of the Corporation as calculated with respect to the Basis Adjustments and Imputed Interest (in each case, without regard to the Taxable Year of origination) is limited in a particular Taxable Year because the Corporation does not have sufficient actual taxable income, then the available Covered Tax benefit for the Corporation shall be allocated among the Members in proportion to the respective Tax Benefit Payments that would have been payable if the Corporation had in fact had sufficient taxable income so that there had been no such limitation. As an illustration of the intended operation of this Section 3.3(a), if the Corporation had \$200 of aggregate potential Covered Tax benefits with respect to the Basis Adjustments and Imputed Interest in a particular Taxable Year (with \$50 of such Covered Tax benefits being attributable to Member 1 and \$150 of such Covered Tax benefits being attributable to Member 2), such that Member 1 would have potentially been entitled to a Tax Benefit Payment of \$42.50 and Member 2 would have been entitled to a Tax Benefit Payment of \$127.50 if the Corporation had \$200 of taxable income, and if at the same time the Corporation only had \$100 of actual taxable income in such Taxable Year, then \$25 of the aggregate \$100 actual Covered Tax benefit for the Corporation for such Taxable Year would be allocated to Member 1 and \$75 of the aggregate \$100 actual Covered Tax benefit for the Corporation would be allocated to Member 2, such that Member 1 would receive a Tax Benefit Payment of \$21.25 and Member 2 would receive a Tax Benefit Payment of \$63.75.

(b) Late Payments. If for any reason the Corporation is not able to timely and fully satisfy its payment obligations under this Agreement in respect of a particular Taxable Year, then Default Rate Interest will begin to accrue pursuant to Section 5.2 and the Corporation and other Parties agree that (i) the Corporation shall pay the Tax Benefit Payments due in respect of such Taxable Year to each Member pro rata in accordance with the principles of Section 3.3(a) and (ii) no Tax Benefit Payment shall be made in respect of any Taxable Year until all Tax Benefit Payments to all Members in respect of all prior Taxable Years have been made in full.

**ARTICLE IV.
TERMINATION**

Section 4.1 Early Termination of Agreement: Breach of Agreement.

(a) Corporation's Early Termination Right. With the written approval of a majority of the Independent Directors, the Corporation may completely terminate this Agreement, as and to the extent provided herein, with respect to all amounts payable to the Members pursuant to this Agreement by paying to the Members the Early Termination Payment; *provided* that Early Termination Payments may be made pursuant to this Section 4.1(a) only if made in full and simultaneously to all Members that are entitled to such a payment, and *provided further*, that the Corporation may withdraw any notice to execute its termination rights under this Section 4.1(a) prior to the time at which any Early Termination Payment has been paid. Upon the Corporation's payment of the Early Termination Payment, the Corporation shall not have any further payment obligations under this Agreement, other than with respect to any: (i) prior Tax Benefit Payments that are due and payable under this Agreement but that still remain unpaid as of the date of the Early Termination Notice; and (ii) current Tax Benefit Payment due for the Taxable Year ending on or including the date of the Early Termination Notice (except to the extent that the amount described in clause (ii) is included in the calculation of the Early Termination Payment). If an Exchange subsequently occurs with respect to Units for which the Corporation has exercised its termination rights under this Section 4.1(a), the Corporation shall have no obligations under this Agreement with respect to such Exchange.

(b) Acceleration Upon Change of Control. In the event of a Change of Control, all obligations hereunder shall be accelerated and such obligations shall be calculated pursuant to this Article IV as if an Early Termination Notice had been delivered on the closing date of the Change of Control and utilizing the Valuation Assumptions by substituting the phrase “the closing date of a Change of Control” in each place where the phrase “Early Termination Effective Date” appears. Such obligations shall include, but not be limited to, (1) the Early Termination Payment calculated as if an Early Termination Notice had been delivered on the closing date of the Change of Control, (2) any Tax Benefit Payments agreed to by the Corporation and the Members as due and payable but unpaid as of the Early Termination Notice and (3) any Tax Benefit Payments due for any Taxable Year ending prior to, with or including the closing date of a Change of Control (except to the extent that any amounts described in clauses (2) or (3) are included in the Early Termination Payment). For the avoidance of doubt, Sections 4.2 and 4.3 shall apply to a Change of Control, *mutadis mutandi*.

(c) Acceleration Upon Breach of Agreement. In the event that the Corporation materially breaches any of its material obligations under this Agreement, whether as a result of failure to make any payment when due, failure to honor any other material obligation required hereunder, or by operation of law as a result of the rejection of this Agreement in a case commenced under the Bankruptcy Code or otherwise, then all obligations hereunder shall be accelerated and become immediately due and payable upon notice of acceleration from any Member (*provided* that in the case of any proceeding under the Bankruptcy Code or other insolvency statute, such acceleration shall be automatic without any such notice), and such obligations shall be calculated as if an Early Termination Notice had been delivered on the date of such notice of acceleration (or, in the case of any proceeding under the Bankruptcy Code or other insolvency statute, on the date of such breach) and shall include, but not be limited to: (i) the Early Termination Payment calculated as if an Early Termination Notice had been delivered on the date of such acceleration; (ii) any prior Tax Benefit Payments that are due and payable under this Agreement but that still remain unpaid as of the date of such acceleration; and (iii) any current Tax Benefit Payment due for the Taxable Year ending with or including the date of such acceleration. Notwithstanding the foregoing, in the event that the Corporation breaches this Agreement and such breach is not a material breach of a material obligation, a Member shall still be entitled to enforce all of its rights otherwise available under this Agreement, including by seeking an acceleration of amounts payable under this Agreement. For purposes of this Section 4.1(c), and subject to the following sentence, the Parties agree that the failure to make any payment due pursuant to this Agreement within thirty (30) days of the relevant Final Payment Date shall be deemed to be a material breach of a material obligation under this Agreement for all purposes of this Agreement, and that it will not be considered to be a material breach of a material obligation under this Agreement to make a payment due pursuant to this Agreement within thirty (30) days of the relevant Final Payment Date. Notwithstanding anything in this Agreement to the contrary, it shall not be a material breach of a material obligation of this Agreement if the Corporation fails to make any Tax Benefit Payment within thirty (30) days of the relevant Final Payment Date to the extent that the Corporation has insufficient funds, or cannot take commercially reasonable actions to obtain sufficient funds, to make such payment;

provided that the interest provisions of Section 5.2 shall apply to such late payment (unless the Corporation does not have sufficient funds to make such payment as a result of limitations imposed by any Senior Obligations, in which case Section 5.2 shall apply, but the Default Rate shall be replaced by the Agreed Rate).

Section 4.2 Early Termination Notice. If the Corporation chooses to exercise its right of early termination under Section 4.1 above, the Corporation shall deliver to the Members a notice of the Corporation's decision to exercise such right (an "Early Termination Notice") and a schedule (the "Early Termination Schedule") showing in reasonable detail the calculation of the Early Termination Payment. The Corporation shall also (x) deliver supporting schedules and work papers, as determined in good faith by the Corporation or as reasonably requested by a Member, that provide a reasonable level of detail regarding the data and calculations that were relevant for purposes of preparing the Early Termination Schedule; (y) deliver an Advisory Firm Letter (or, if the Advisory Firm cannot as a general matter of such Advisory Firm's internal policies deliver Advisory Firm Letters, a Corporation Letter) supporting such Early Termination Schedule; and (z) allow the Members and their advisors to have reasonable access to the appropriate representatives, as determined in good faith by the Corporation or as reasonably requested by any Member, at the Corporation and the Advisory Firm in connection with a review of such Early Termination Schedule. The Early Termination Schedule shall become final and binding on each Party thirty (30) calendar days from the first date on which the Members received such Early Termination Schedule unless:

(i) a Member within thirty (30) calendar days after receiving the Early Termination Schedule, provides the Corporation with notice of a material objection to such Early Termination Schedule made in good faith and setting forth in reasonable detail such Member's material objection (a "Termination Objection Notice"); or

(ii) each Member provides a written waiver of such right of a Termination Objection Notice within the period described in clause (i) above, in which case such Early Termination Schedule becomes binding on the date the waiver from all Members is received by the Corporation.

In the event that a Member timely delivers a Termination Objection Notice pursuant to clause (i) above, and if the Parties, for any reason, are unable to successfully resolve the issues raised in the Termination Objection Notice within thirty (30) calendar days after receipt by the Corporation of the Termination Objection Notice, the Corporation and such Member shall employ the Reconciliation Procedures. The date on which the Early Termination Schedule becomes final in accordance with this Section 4.2 shall be the "Early Termination Reference Date."

Section 4.3 Payment Upon Early Termination.

(a) Timing of Payment. Within three (3) Business Days after the Early Termination Reference Date, the Corporation shall pay to each Member an amount equal to the Early Termination Payment for such Member. Such Early Termination Payment shall be made by the Corporation by wire transfer of immediately available funds to a bank account or accounts designated by the Members or as otherwise agreed by the Corporation and the Members.

(b) Amount of Payment. The “Early Termination Payment” payable to a Member pursuant to Section 4.3(a) shall equal the present value, discounted at the Early Termination Rate as determined as of the Early Termination Reference Date, of all Tax Benefit Payments that would be required to be paid by the Corporation to such Member, whether payable with respect to Units that were Exchanged prior to or on the Early Termination Effective Date, or are deemed to be Exchanged on the Early Termination Effective Date pursuant to the Valuation Assumptions, beginning from the Early Termination Effective Date and using the Valuation Assumptions. For the avoidance of doubt, an Early Termination Payment shall be made to each Member, regardless of whether such Member has Exchanged all of its Units as of the Early Termination Effective Date.

ARTICLE V. SUBORDINATION AND LATE PAYMENTS

Section 5.1 Subordination. Notwithstanding any other provision of this Agreement to the contrary, any Tax Benefit Payment or Early Termination Payment required to be made by the Corporation to the Members under this Agreement shall rank subordinate and junior in right of payment to any principal, interest, or other amounts due and payable in respect of any obligations owed in respect of secured indebtedness for borrowed money of the Corporation and its subsidiaries (“Senior Obligations”) and shall rank *pari passu* in right of payment with all current or future unsecured obligations of the Corporation that are not Senior Obligations. To the extent that any payment under this Agreement is not permitted to be made at the time payment is due as a result of this Section 5.1 and the terms of the agreements governing Senior Obligations, such payment obligation nevertheless shall accrue for the benefit of the Members and the Corporation shall make such payments at the first opportunity that such payments are permitted to be made in accordance with the terms of the Senior Obligations. For the avoidance of doubt, the Corporation shall use commercially reasonable efforts to cause the terms of the agreements governing Senior Obligations to allow payments to be made under this Agreement.

Section 5.2 Late Payments by the Corporation. The amount of all or any portion of any Tax Benefit Payment or Early Termination Payment not made to any Member when due under the terms of this Agreement, whether as a result of Section 5.1 and the terms of the Senior Obligations or otherwise, shall be payable together with Default Rate Interest, which shall accrue beginning on the Final Payment Date and be computed as provided in Section 3.1(b)(ix).

ARTICLE VI. TAX MATTERS; CONSISTENCY; COOPERATION

Section 6.1 Participation in the Corporation’s and Amneal LLC’s Tax Matters. Except as otherwise provided herein, and except as provided in Section 9.03 of the LLC Agreement, the Corporation shall have full responsibility for, and sole discretion over, all tax matters concerning the Corporation and Amneal LLC, including without limitation the preparation, filing or amending of any Tax Return and defending, contesting or settling any issue pertaining to taxes. Notwithstanding the foregoing, the Corporation shall notify the Members of, and keep them reasonably informed with respect to, the portion of any tax audit of the Corporation or Amneal LLC, or any of Amneal LLC’s subsidiaries, the outcome of which is reasonably expected to materially affect the Tax Benefit Payments payable to any Member under this Agreement, and

the Member Representative, shall have the right to participate in and to monitor at its own expense (but, for the avoidance of doubt, not to control) any such portion of any such Tax audit; provided that the Corporation shall not settle or fail to contest any issue pertaining to Covered Taxes that is reasonably expected to materially adversely affect any Member's rights or obligations under this Agreement (including the amount or timing of any payment made hereunder) without the prior written consent of the Member Representative. In addition to the foregoing, the Corporation shall not take any action outside the ordinary course of business (other than exercising its early termination right under Section 4.1(a)) a principal purpose of which is to minimize Tax Benefit Payments determined in accordance with this Agreement; *provided*, that for the avoidance of doubt, nothing in this sentence shall be construed to in any way limit or otherwise prohibit the Corporation from exercising its rights pursuant to this Agreement (including, for the avoidance of doubt, this Section 6.1).

Section 6.2 Consistency. All calculations and determinations made hereunder, including, without limitation, any Basis Adjustments, the Schedules, and the determination of any Realized Tax Benefits or Realized Tax Detriments, shall be made in accordance with the elections, methodologies or positions taken by the Corporation and Amneal LLC on their respective Tax Returns. Each Member shall prepare its Tax Returns in a manner that is consistent with the terms of this Agreement, and any related calculations or determinations that are made hereunder, including, without limitation, the terms of Section 2.1 of this Agreement and the Schedules provided to the Members under this Agreement. In the event that an Advisory Firm is replaced with another Advisory Firm acceptable to the Audit Committee, such replacement Advisory Firm shall perform its services under this Agreement using procedures and methodologies consistent with the previous Advisory Firm, unless otherwise required by law or unless the Corporation and all of the Members agree to the use of other procedures and methodologies.

Section 6.3 Cooperation.

(a) Each Member shall (i) furnish to the Corporation in a timely manner such information, documents and other materials as the Corporation may reasonably request for purposes of making any determination or computation necessary or appropriate under this Agreement, preparing any Tax Return or contesting or defending any audit, examination or controversy with any Taxing Authority, (ii) make itself available to the Corporation and its representatives to provide explanations of documents and materials and such other information as the Corporation or its representatives may reasonably request in connection with any of the matters described in clause (i) above, and (iii) reasonably cooperate in connection with any such matter. For the avoidance of doubt, no provision of this Agreement shall be construed to require any Member to provide any other party any right to access or review any Tax Return, tax work papers, or other proprietary or confidential information of such Member.

(b) The Corporation shall reimburse the Members for any reasonable and documented out-of-pocket costs and expenses incurred pursuant to Section 6.3(a).

Section 6.4 Approvals.

(a) Neither the Corporation, Amneal LLC nor any direct or indirect subsidiary of Amneal LLC that is treated as a partnership or is disregarded as separate from its owner for U.S. federal income tax purposes shall sell, exchange or otherwise dispose of any asset held on or prior to the Closing Date by Amneal LLC or any entity that was a subsidiary of Amneal LLC prior to the Closing Date in any twelve (12) month period if, following such disposition, the cumulative "amount realized" (as that term is defined in Section 1001 of the Code) from all such dispositions during such twelve (12) month period would be in excess of \$40,000,000, unless (i) the Membership Representative provides its prior written consent to such transaction (which consent may be granted or withheld in the Member Representative's sole discretion) or (ii) the Corporation agrees to use its best efforts to ensure that, during the taxable periods in which any Member is allocated gain attributable to such transaction, each such Member receives distributions pursuant to Section 4.01(b) of the LLC Agreement equal to its Assumed Tax Liability.

(b) Neither the Corporation, Amneal LLC nor any of their respective Affiliates shall make a Subsequent Acquisition if the Subsequent Acquisition Tax Benefits from such Subsequent Acquisition and all prior Subsequent Acquisitions could, in the aggregate, reasonably be expected to materially adversely affect any Member's rights or obligations under this Agreement (including the amount or timing of any payment made hereunder) without the prior written consent of the Member Representative, which consent may be granted or withheld in the Member Representative's sole discretion.

(c) Neither the Corporation nor any of its subsidiaries shall enter into any additional agreement providing rights similar to this Agreement to any Person (including any agreement pursuant to which the Corporation is obligated to pay amounts with respect to tax benefits resulting from any net operating losses or other tax attributes to which the Corporation becomes entitled as a result of a transaction) without the prior written consent of the Member Representative (such consent not to be unreasonably withheld, conditioned or delayed), unless all payments to be made by the Corporation or any of its subsidiaries pursuant to such agreement are expressly subordinate in right of payment to all payments to be made hereunder.

Section 6.5 Tax Attributes. All net operating losses and other tax attributes of the Corporation (or any predecessor thereof), or of any affiliated group that files a consolidated U.S. federal income tax return (and any consolidated, combined, unitary or similar state tax group) and of which the Corporation (or any predecessor thereof) was the parent on or prior to the Closing Date shall, to the maximum extent permitted by applicable law, be carried back to taxable periods ending on or prior to the Closing Date.

**ARTICLE VII.
MISCELLANEOUS**

Section 7.1 Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by courier service, by fax, by electronic mail (delivery receipt requested) or by certified or registered mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be as specified in a notice given in accordance with this Section 7.1). All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

If to the Corporation, to:

Amneal Pharmaceuticals, Inc.
400 Crossing Boulevard, 3rd Floor
Bridgewater, New Jersey 08807
Attn: Sheldon Hirt
E-mail: shirt@amneal.com

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

Latham & Watkins LLP
650 Town Center Drive, 20th Floor
Costa Mesa, California 92626
Attn: Charles K. Ruck and R. Scott Shean
E-mail: charles.ruck@lw.com and scott.shean@lw.com

If to a Member, the address, facsimile number and e-mail address specified on such Member's signature page to this Agreement

Any Party may change its address, fax number or e-mail address by giving each of the other Parties written notice thereof in the manner set forth above.

Section 7.2 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

Section 7.3 Entire Agreement; No Third Party Beneficiaries. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Delaware, without regard to the conflicts of laws principles thereof that would mandate the application of the laws of another jurisdiction.

Section 7.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 7.6 Assignments; Amendments; Successors; No Waiver.

(a) Assignment. Each Member may, at any time, assign, sell, alienate, transfer pledge or hypothecate its interest in this Agreement in whole or in part, including the right to receive any payments to be made pursuant to this Agreement, to any Person, *provided*, however, that no Member may assign, sell, pledge, or otherwise alienate or transfer any interest in this Agreement, including the right to receive any Tax Benefit Payments under this Agreement, to any Person without such Person executing and delivering a Joinder agreeing to succeed to the applicable portion of such Member's interest in this Agreement and to become a Party for all purposes of this Agreement (the "Joinder Requirement"). For the avoidance of doubt, if a Member transfers Units in accordance with the terms of the LLC Agreement but does not assign to the transferee of such Units its rights under this Agreement with respect to such transferred Units, such Member shall continue to be entitled to receive the Tax Benefit Payments arising in respect of a subsequent Exchange of such Units. The Corporation may not assign any of its rights or obligations under this Agreement to any Person without the prior written consent of the Member Representative (and any purported assignment without such consent shall be null and void).

(b) Amendments. No provision of this Agreement may be amended unless such amendment is approved in writing by the Corporation and the Member Representative; *provided* that amendment of the definition of Change of Control will also require the written approval of a majority of the Independent Directors.

(c) Successors. All of the terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by, the Parties hereto and their respective successors, assigns, heirs, executors, administrators and legal representatives. The Corporation shall require and cause any direct or indirect successor (whether by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Corporation, by written agreement, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Corporation would be required to perform if no such succession had taken place.

(d) Waiver. No provision of this Agreement may be waived unless such waiver is in writing and signed by the Party against whom the waiver is to be effective. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement, or condition.

Section 7.7 Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 7.8 Resolution of Disputes.

(a) Except for Reconciliation Disputes subject to Section 7.9, any and all disputes which cannot be settled after substantial good-faith negotiation, including any ancillary claims of any Party, arising out of, relating to or in connection with the validity, negotiation, execution, interpretation, performance or non-performance of this Agreement (including the validity, scope and enforceability of this arbitration provision) (each a “Dispute”) shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by a panel of three arbitrators, of which the Corporation shall designate one arbitrator and the Members party to such Dispute shall designate one arbitrator in accordance with the “screened” appointment procedure provided in Resolution Rule 5.4. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.*, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of the arbitration shall be New York City, New York.

(b) Notwithstanding the provisions of paragraph (a), any Party may bring an action or special proceeding in any court of competent jurisdiction for the purpose of compelling another Party to arbitrate, seeking temporary or preliminary relief in aid of an arbitration hereunder, and/or enforcing an arbitration award and, for the purposes of this paragraph (b), each Party (i) expressly consents to the application of paragraph (c) of this Section 7.8 to any such action or proceeding, and (ii) agrees that proof shall not be required that monetary damages for breach of the provisions of this Agreement would be difficult to calculate and that remedies at law would be inadequate. For the avoidance of doubt, this Section 7.8 shall not apply to Reconciliation Disputes to be settled in accordance with the procedures set forth in Section 7.9.

(c) Any dispute as to whether a dispute is a Reconciliation Dispute within the meaning of Section 7.9, or a Dispute within the meaning of this Section 7.8, shall be decided and resolved as a Dispute subject to the procedures set forth in this Section 7.8.

Section 7.9 Reconciliation. In the event that the Corporation and any Member are unable to resolve a disagreement with respect to a Schedule (other than an Early Termination Schedule) prepared in accordance with the procedures set forth in Section 2.4, with respect to an Early Termination Schedule prepared in accordance with the procedures set forth in Section 4.2, or with respect to withholding pursuant to Schedule 7.10, within the relevant time period designated in this Agreement (a “Reconciliation Dispute”), the Reconciliation Dispute shall be submitted for determination to a nationally recognized expert (the “Expert”) in the particular area of disagreement mutually acceptable to both Parties. The Expert shall be a partner or principal in a nationally recognized accounting firm, and unless the Corporation and such Member agree otherwise, the Expert shall not, and the firm that employs the Expert shall not, have any material relationship with the Corporation or such Member or other actual or potential conflict of interest. If the Parties are unable to agree on an Expert within fifteen (15) calendar days of receipt by the respondent(s) of written notice of a Reconciliation Dispute, the selection of an Expert shall be treated as a Dispute subject to Section 7.8 and an arbitration panel shall pick an Expert from a nationally recognized accounting firm that does not have any material relationship with the Corporation or such Member or other actual or potential conflict of interest. The Expert shall resolve any matter relating to the Basis Schedule or an amendment thereto, or the Early Termination Schedule or an amendment thereto within thirty (30) calendar days and shall resolve any matter relating to a Tax Benefit Schedule or an amendment thereto within fifteen (15) calendar days or as soon thereafter as is reasonably practicable, in each case after the matter has

been submitted to the Expert for resolution. Notwithstanding the preceding sentence, if the matter is not resolved before any payment that is the subject of a disagreement would be due (in the absence of such disagreement) or any Tax Return reflecting the subject of a disagreement is due, the undisputed amount shall be paid on the date prescribed by this Agreement and such Tax Return may be filed as prepared by the Corporation, subject to adjustment or amendment upon resolution. The costs and expenses relating to the engagement of such Expert or amending any Tax Return shall be borne by the Corporation except as provided in the next sentence. The Corporation and the Member shall bear their own costs and expenses of such proceeding, unless (i) the Expert adopts the Member's position, in which case the Corporation shall reimburse the Member for any reasonable and documented out-of-pocket costs and expenses in such proceeding, or (ii) the Expert adopts the Corporation's position, in which case the Member shall reimburse the Corporation for any reasonable and documented out-of-pocket costs and expenses in such proceeding. The Expert shall finally determine any Reconciliation Dispute and the determinations of the Expert pursuant to this Section 7.9 shall be binding on the Corporation and the Member and may be entered and enforced in any court having competent jurisdiction.

Section 7.10 Withholding. The Corporation shall be entitled to deduct and withhold from any payment that is payable to any Member pursuant to this Agreement such amounts as the Corporation is required to deduct and withhold with respect to the making of such payment under the Code. If the Corporation becomes aware of any such requirement to so deduct and withhold from any payment to a Member, the Corporation shall (i) provide such Member with written notice of the amount of and applicable law requiring such withholding at least ten (10) calendar days prior to making such deduction and withholding, (ii) provide the Member with all related tax documentation that such Member reasonably requests and (iii) use commercially reasonable efforts to obtain exemptions from, or reductions of, any amounts to be withheld. In the event that the Corporation and such Member, for any reason, disagree as to the amount to be withheld and deducted and are unable to resolve such disagreement at least five (5) calendar days prior to the date on which the Corporation would so deduct and withhold, the Corporation and the Member shall employ the Reconciliation Procedures. To the extent that amounts are so withheld and paid over to the appropriate Taxing Authority by the Corporation, such withheld amounts shall be treated for all purposes of this Agreement as having been paid by the Corporation to the relevant Member. Each Member shall promptly provide the Corporation with any applicable tax forms and certifications reasonably requested by the Corporation in connection with determining whether any such deductions and withholdings are required under the Code.

Section 7.11 Admission of the Corporation into a Consolidated Group; Transfers of Corporate Assets.

(a) If the Corporation is or becomes a member of an affiliated, consolidated or unitary group of corporations that files a consolidated income Tax Return pursuant to Section 1501 or other applicable Sections of the Code governing affiliated or consolidated groups, or any similar provisions of U.S. state or local tax law, then: (i) the provisions of this Agreement shall be applied with respect to the group as a whole; and (ii) Tax Benefit Payments, Early Termination Payments, and other applicable items hereunder shall be computed with reference to the consolidated taxable income of the group as a whole.

(b) If any entity that is obligated to make a Tax Benefit Payment or Early Termination Payment hereunder transfers one or more assets to a corporation (or a Person classified as a corporation for U.S. income tax purposes) with which such entity does not file a consolidated Tax Return pursuant to Section 1501 of the Code, such entity, for purposes of calculating the amount of any Tax Benefit Payment or Early Termination Payment due hereunder, shall be treated as having disposed of such asset in a fully taxable transaction on the date of such contribution. The consideration deemed to be received by such entity shall be equal to the fair market value of the contributed asset. For purposes of this Section 7.11, a transfer of a partnership interest shall be treated as a transfer of the transferring partner's share of each of the assets and liabilities of that partnership.

Section 7.12 Confidentiality. Each Member and its assignees acknowledges and agrees that the information of the Corporation is confidential and, except in the course of performing any duties as necessary for the Corporation and its Affiliates, as required by law or legal process or to enforce the terms of this Agreement, such Person shall keep and retain in the strictest confidence and not disclose to any Person any confidential matters, acquired pursuant to this Agreement, of the Corporation and its Affiliates and successors, learned by any Member heretofore or hereafter, *provided* that, each Member acknowledges and agrees that such Member shall, except as otherwise provided by applicable law, keep and retain in the strictest confidence and not disclose to any Person that is not a Member any confidential matters contained in supporting schedules or work papers provided to such Member pursuant to Section 2.4(a) this Agreement. This Section 7.12 shall not apply to (i) any information that has been made publicly available by the Corporation or any of its Affiliates, becomes public knowledge (except as a result of an act of any Member in violation of this Agreement) or is generally known to the business community, (ii) the disclosure of information to the extent necessary for a Member to prosecute or defend claims arising under or relating to this Agreement, and (iii) the disclosure of information to the extent necessary for a Member to prepare and file its Tax Returns, to respond to any inquiries regarding the same from any Taxing Authority or to prosecute or defend any action, proceeding or audit by any Taxing Authority with respect to such Tax Returns. Notwithstanding anything to the contrary herein, the Members and each of their assignees (and each employee, representative or other agent of the Members or their assignees, as applicable) may disclose at their discretion to any and all Persons, without limitation of any kind, the tax treatment and tax structure of the Corporation, the Members and any of their transactions, and all materials of any kind (including tax opinions or other tax analyses) that are provided to the Members relating to such tax treatment and tax structure. If a Member or an assignee commits a breach, or threatens to commit a breach, of any of the provisions of this Section 7.12, the Corporation shall have the right and remedy to have the provisions of this Section 7.12 specifically enforced by injunctive relief or otherwise by any court of competent jurisdiction without the need to post any bond or other security, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to the Corporation or any of its subsidiaries and that money damages alone shall not provide an adequate remedy to such Persons. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available at law or in equity.

Section 7.13 Change in Law. Notwithstanding anything herein to the contrary, if, in connection with an actual or proposed change in law, a Member reasonably believes that the existence of this Agreement could cause income (other than income arising from receipt of a payment under this Agreement) recognized by such Member (or direct or indirect equity holders in such Member) in connection with any Exchange to be treated as ordinary income rather than capital gain (or otherwise taxed at ordinary income rates) for U.S. federal income tax purposes or would have other material adverse tax consequences to such Member (or any direct or indirect owner of such Member), then at the written election of such Member in its sole discretion (in an instrument signed by such Member and delivered to the Corporation) and to the extent specified therein by such Member, this Agreement shall cease to have further effect with respect to such Member and shall not apply to an Exchange with respect to the Units of such Member occurring after a date specified by such Member, or may be amended in a manner reasonably determined by such Member, *provided* that (i) such amendment shall not result in an increase in any payments owed by the Corporation under this Agreement at any time as compared to the amounts and times of payments that would have been due in the absence of such amendment and (ii) the Member Representative consents in writing to such amendment, such consent not to be unreasonably withheld, conditioned or delayed.

Section 7.14 Interest Rate Limitation. Notwithstanding anything to the contrary contained herein, the interest paid or agreed to be paid hereunder with respect to amounts due to any Member hereunder shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the “Maximum Rate”). If any Member shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the Tax Benefit Payment or Early Termination Payment, as applicable (but in each case exclusive of any component thereof comprising interest) or, if it exceeds such unpaid non-interest amount, refunded to the Corporation. In determining whether the interest contracted for, charged, or received by any Member exceeds the Maximum Rate, such Member 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 payment obligations owed by the Corporation to such Member hereunder. Notwithstanding the foregoing, it is the intention of the Parties to conform strictly to any applicable usury laws.

Section 7.15 Independent Nature of Rights and Obligations. The rights and obligations of each Member hereunder are several and not joint with the rights and obligations of any other Person. A Member shall not be responsible in any way for the performance of the obligations of any other Person hereunder, nor shall a Member have the right to enforce the rights or obligations of any other Person hereunder (other than the Corporation). The obligations of a Member hereunder are solely for the benefit of, and shall be enforceable solely by, the Corporation. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Member pursuant hereto or thereto, shall be deemed to constitute the Members acting as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Members are in any way acting in concert or as a group with respect to such rights or obligations or the transactions contemplated hereby, and the Corporation acknowledges that the Members are not acting in concert or as a group and will not assert any such claim with respect to such rights or obligations or the transactions contemplated hereby.

[*Signature Page Follows This Page*]

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Agreement as of the date first written above.

AMNEAL PHARMACEUTICALS, INC.

By: /s/ Bryan M. Reasons

Name: Bryan M. Reasons

Title: Chief Financial Officer

AMNEAL PHARMACEUTICALS LLC

By: /s/ Chirag Patel

Name: Chirag Patel

Title: Co-Chairman and CEO

AMNEAL HOLDINGS LLC

By: /s/ Chirag Patel

Name: Chirag Patel

Title: Co-Chairman and CEO

[Signature Page to Amneal Tax Receivable Agreement]

FORM OF JOINDER AGREEMENT

This JOINDER AGREEMENT, dated as of _____, 20____ (this "Joinder"), is delivered pursuant to that certain Tax Receivable Agreement, dated as of [•] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Tax Receivable Agreement") by and among Amneal Pharmaceuticals, Inc., a Delaware corporation (the "Corporation"), Amneal Pharmaceuticals LLC, a Delaware limited liability company ("Amneal LLC"), and each of the Members from time to time party thereto. Capitalized terms used but not otherwise defined herein have the respective meanings set forth in the Tax Receivable Agreement.

1. Joinder to the Tax Receivable Agreement. The undersigned hereby represents and warrants to the Corporation that, as of the date hereof, the undersigned has been assigned an interest in the Tax Receivable Agreement from a Member and [•].
2. Joinder to the Tax Receivable Agreement. Upon the execution of this Joinder by the undersigned and delivery hereof to the Corporation, the undersigned hereby is and hereafter will be a Member under the Tax Receivable Agreement and a Party thereto, with all the rights, privileges and responsibilities of a Member thereunder. The undersigned hereby agrees that it shall comply with and be fully bound by the terms of the Tax Receivable Agreement as if it had been a signatory thereto as of the date thereof.
3. Incorporation by Reference. All terms and conditions of the Tax Receivable Agreement are hereby incorporated by reference in this Joinder as if set forth herein in full.
4. Address. All notices under the Tax Receivable Agreement to the undersigned shall be direct to:

[Name]
[Address]
[City, State, Zip Code]
Attn:
Facsimile:
E-mail:

[*Signature Page Follows This Page*]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Joinder as of the day and year first above written.

[NAME OF NEW PARTY]

By: _____

Name:

Title:

Exhibit A

INDEMNIFICATION AND ADVANCEMENT AGREEMENT

This Indemnification and Advancement Agreement (“Agreement”) is made as of [], 2018 by and between Amneal Pharmaceuticals, Inc., a Delaware corporation (the “Company”), and [] (“Indemnitee”). This Agreement supersedes and replaces any and all previous Agreements between the Company and Indemnitee covering the subject matter of this Agreement.

RECITALS

WHEREAS, the Board of Directors of the Company (the “Board”) believes that highly competent persons have become more reluctant to serve publicly held corporations as directors, officers or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of such company;

WHEREAS, the Board has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the business enterprise itself. The Company’s Amended and Restated Certificate of Incorporation (the “Restated Certificate”) requires indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware (the “DGCL”). The Restated Certificate and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the board of directors, officers and other persons with respect to indemnification;

WHEREAS, the uncertainties relating to such insurance and to indemnification may increase the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company and its stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Restated Certificate and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder; and

WHEREAS, Indemnitee does not regard the protection available under the Restated Certificate and insurance as adequate in the present circumstances, and may not be willing to serve or continue to serve as an officer or director without adequate protection, and the Company desires Indemnitee to serve or continue to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that Indemnitee be so indemnified.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

Section 1. Services to the Company. Indemnitee agrees to serve as an officer and/or director of the Company. Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or any obligation imposed by operation of law), in which event the Company shall have no obligation under this Agreement to continue Indemnitee in such position. This Agreement shall not be deemed an employment contract between the Company (or any of its subsidiaries or any Enterprise) and Indemnitee. Indemnitee specifically acknowledges that Indemnitee's employment with the Company (or any of its subsidiaries or any Enterprise), if any, is at will, and the Indemnitee may be discharged at any time for any reason, with or without cause, except as may be otherwise provided in any written employment contract between Indemnitee and the Company (or any of its subsidiaries or any Enterprise), other applicable formal severance policies duly adopted by the Board, or, with respect to service as a director or officer of the Company, by the Restated Certificate and the DGCL. The foregoing notwithstanding, this Agreement shall continue in force after Indemnitee has ceased to serve as an officer or director of the Company, as provided in Section 16 hereof.

Section 2. Definitions. As used in this Agreement:

(a) References to "agent" shall mean any person who is or was a director, officer, or employee of the Company or a subsidiary of the Company or other person authorized by the Company to act for the Company, to include such person serving in such capacity as a director, officer, employee, fiduciary or other official of another corporation, partnership, limited liability company, joint venture, trust or other enterprise at the request of, for the convenience of, or to represent the interests of the Company or a subsidiary of the Company.

(b) A "Change in Control" shall be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:

i. Acquisition of Stock by Third Party. Any Person (as defined below) is or becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Company representing fifteen percent (15%) or more of the combined voting power of the Company's then outstanding securities unless the change in relative Beneficial Ownership of the Company's securities by any Person results solely from a reduction in the aggregate number of outstanding shares of securities entitled to vote generally in the election of directors;

ii. Change in Board of Directors. During any period of two (2) consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in Sections 2(b)(i), 2(b)(iii) or 2(b)(iv)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the members of the Board;

iii. Corporate Transactions. The effective date of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the Surviving Entity) more than 50% of the combined voting power of the voting securities of the Surviving Entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the board of directors or other governing body of such Surviving Entity;

iv. Liquidation. The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; and

v. Other Events. There occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or a response to any similar item on any similar schedule or form) promulgated under the Exchange Act (as defined below), whether or not the Company is then subject to such reporting requirement.

Notwithstanding anything to the contrary herein, in no event shall any of the transactions contemplated by that certain Business Combination Agreement, dated as of October 17, 2017, as amended on November 21, 2017 and on December 16, 2017, by and among the Company, Impax Laboratories, Inc., Amneal Pharmaceuticals LLC, and K2 Merger Sub Corporation (as further amended from time to time, the "BCA"), including without limitation the Contribution, the PIPE Transaction, the Combination and the Recapitalization, constitute a Change in Control for purposes of this Agreement.

For purposes of this Section 2(b), the following terms shall have the following meanings:

(A) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

(B) "Person" shall have the meaning as set forth in Sections 13(d) and 14(d) of the Exchange Act; provided, however, that Person shall exclude (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company, and (iii) any company owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(C) "Beneficial Owner" shall have the meaning given to such term in Rule 13d-3 under the Exchange Act; provided, however, that Beneficial Owner shall exclude any Person otherwise becoming a Beneficial Owner by reason of the stockholders of the Company approving a merger of the Company with another entity.

(d) "Surviving Entity" shall mean the surviving entity in a merger or consolidation or any entity that controls, directly or indirectly, such surviving entity.

(c) "Company Status" describes the status of a person who is or was a director, officer, employee or agent of the Company or of any other corporation, limited liability company, partnership or joint venture, trust or other enterprise which such person is or was serving at the request of the Company.

(d) "Disinterested Director" shall mean a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(e) "Enterprise" shall mean the Company and any other corporation, limited liability company, partnership, joint venture, trust or other enterprise of which Indemnitee is or was serving at the request of the Company as a director, officer, trustee, partner, managing member, employee, agent or fiduciary.

(f) "Expenses" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts and other professionals, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, ERISA excise taxes and penalties, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, and (ii) for purposes of Section 14(d) only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, by litigation or otherwise. The parties

agree that for the purposes of any advancement of Expenses for which Indemnitee has made written demand to the Company in accordance with this Agreement, all Expenses included in such demand that are certified by affidavit of Indemnitee's counsel as being reasonable in the good faith judgment of such counsel shall be presumed conclusively to be reasonable. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(g) "Independent Counsel" shall mean a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees and expenses of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(h) The term "Proceeding" shall include any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative, legislative, or investigative (formal or informal) nature, including any appeal therefrom, in which Indemnitee was, is or will be involved as a party, potential party, non-party witness or otherwise by reason of Indemnitee's Company Status, by reason of any action taken by Indemnitee (or a failure to take action by Indemnitee) or of any action (or failure to act) on Indemnitee's part while acting pursuant to Indemnitee's Company Status, in each case whether or not serving in such capacity at the time any liability or Expense is incurred for which indemnification, reimbursement, or advancement of Expenses can be provided under this Agreement. If the Indemnitee believes in good faith that a given situation may lead to or culminate in the institution of a Proceeding, this shall be considered a Proceeding under this paragraph.

(i) Reference to "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise tax assessed with respect to any employee benefit plan; references to "serving at the request of the Company" shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner Indemnitee reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Agreement.

Section 3. Indemnity in Third-Party Proceedings. The Company shall indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses, judgments, fines and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, fines and amounts paid in settlement) actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal Proceeding had no reasonable cause to believe that Indemnitee's conduct was unlawful. The parties hereto intend that this Agreement shall provide to the fullest extent permitted by law for indemnification in excess of that expressly permitted by statute, including, without limitation, any indemnification provided by the Restated Certificate, vote of the Company's stockholders or disinterested directors or applicable law.

Section 4. Indemnity in Proceedings by or in the Right of the Company. The Company shall indemnify Indemnitee in accordance with the provisions of this Section 4 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 4, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. No indemnification for Expenses shall be made under this Section 4 in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudged by a court to be liable to the Company, unless and only to the extent that the Delaware Court (as hereinafter defined) or any court in which the Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification.

Section 5. Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provisions of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnitee is a party to (or a participant in) and is successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, in whole or in part, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with or related to each successfully resolved claim, issue or matter to the fullest extent permitted by law. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Section 6. Indemnification For Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnitee is, by reason of Indemnitee's Company Status, a witness or otherwise asked to participate in any Proceeding to which Indemnitee is not a party, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

Section 7. Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

Section 8. Additional Indemnification

(a) Notwithstanding any limitation in Sections 3, 4, or 5, the Company shall indemnify Indemnitee to the fullest extent permitted by applicable law if Indemnitee is a party to or threatened to be made a party to any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) by reason of Indemnitee's Company Status.

(b) For purposes of Section 8(a), the meaning of the phrase "to the fullest extent permitted by applicable law" shall include, but not be limited to:

i. to the fullest extent permitted by the provision of the DGCL that authorizes or contemplates additional indemnification by agreement, or the corresponding provision of any amendment to or replacement of the DGCL, and

ii. to the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

Section 9. Exclusions. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnification payment in connection with any claim involving Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or

(b) for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act (as defined in Section 2(b) hereof) or similar provisions of state statutory law or common law, (ii) any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of

securities in violation of Section 306 of the Sarbanes-Oxley Act) or (iii) any reimbursement of the Company by Indemnitee of any compensation pursuant to any compensation recoupment or clawback policy adopted by the Board or the compensation committee of the Board, including but not limited to any such policy adopted to comply with stock exchange listing requirements implementing Section 10D of the Exchange Act; or

(c) except as provided in Section 14(d) of this Agreement, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

Section 10. Advances of Expenses. Notwithstanding any provision of this Agreement to the contrary (other than Section 14(d)), the Company shall advance, to the extent not prohibited by law, the Expenses incurred by Indemnitee in connection with any Proceeding (or any part of any Proceeding) not initiated by Indemnitee or any Proceeding initiated by Indemnitee with the prior approval of the Board as provided in Section 9(c), and such advancement shall be made within thirty (30) days after the receipt by the Company of a statement or statements requesting such advances from time to time, whether prior to or after final disposition of any Proceeding. Advances shall be unsecured and interest free. Advances shall be made without regard to Indemnitee's ability to repay the Expenses and without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement. In accordance with Section 14(d), advances shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement, including Expenses incurred preparing and forwarding statements to the Company to support the advances claimed. The Indemnitee shall qualify for advances upon the execution and delivery to the Company of this Agreement, which shall constitute an undertaking providing that the Indemnitee undertakes to repay the amounts advanced (without interest) to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company. No other form of undertaking shall be required other than the execution of this Agreement. This Section 10 shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 9.

Section 11. Procedure for Notification and Defense of Claim.

(a) Indemnitee shall notify the Company in writing of any matter with respect to which Indemnitee intends to seek indemnification or advancement of Expenses hereunder as soon as reasonably practicable following the receipt by Indemnitee of written notice thereof. The written notification to the Company shall include a description of the nature of the Proceeding and the facts underlying the Proceeding. To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification following the final disposition of such Proceeding. The omission by Indemnitee to notify the Company hereunder will not relieve the Company from any liability which it may

have to Indemnitee hereunder or otherwise than under this Agreement, and any delay in so notifying the Company shall not constitute a waiver by Indemnitee of any rights under this Agreement. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification.

(b) The Company will be entitled to participate in the Proceeding at its own expense.

Section 12. Procedure Upon Application for Indemnification.

(a) Upon written request by Indemnitee for indemnification pursuant to Section 11(a), a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall be made in the specific case: (i) if a Change in Control shall have occurred, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee; or (ii) if a Change in Control shall not have occurred, (A) by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (C) if there are no such Disinterested Directors or, if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee or (D) if so directed by the Board, by the stockholders of the Company; and, if it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten (10) days after such determination. Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or Expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom. The Company promptly will advise Indemnitee in writing with respect to any determination that Indemnitee is or is not entitled to indemnification, including a description of any reason or basis for which indemnification has been denied.

(b) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 12(a) hereof, the Independent Counsel shall be selected as provided in this Section 12(b). If a Change in Control shall not have occurred, the Independent Counsel shall be selected by the Board, and the Company shall give written notice to Indemnitee advising Indemnitee of the identity of the Independent Counsel so selected. If a Change in Control shall have occurred, the Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Board, in which event the preceding sentence shall apply), and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company or to Indemnitee, as the case may be, a written

objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 2 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or the Delaware Court has determined that such objection is without merit. If, within twenty (20) days after the later of submission by Indemnitee of a written request for indemnification pursuant to Section 11(a) hereof and the final disposition of the Proceeding, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Delaware Court for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by such court or by such other person as such court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 12(a) hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 14(a) of this Agreement, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

Section 13. Presumptions and Effect of Certain Proceedings.

(a) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall, to the fullest extent not prohibited by law, presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 11(a) of this Agreement, and the Company shall, to the fullest extent not prohibited by law, have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. Neither the failure of the Company (including by its directors or Independent Counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) Subject to Section 14(e), if the person, persons or entity empowered or selected under Section 12 of this Agreement to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall, to the fullest extent not prohibited by law, be deemed to have been made and Indemnitee shall be entitled to such indemnification, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such 60-day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person,

persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time for the obtaining or evaluating of documentation and/or information relating thereto; and provided, further, that the foregoing provisions of this Section 13(b) shall not apply (i) if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 12(a) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination the Board has resolved to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy-five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat, or (ii) if the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 12(a) of this Agreement.

(c) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

(d) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the directors or officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser, financial advisor or other expert selected with reasonable care by or on behalf of the Enterprise. The provisions of this Section 13(d) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(e) The knowledge and/or actions, or failure to act, of any director, officer, trustee, partner, managing member, fiduciary, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

Section 14. Remedies of Indemnitee.

(a) Subject to Section 14(e), in the event that (i) a determination is made pursuant to Section 12 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 10 of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 12(a) of this Agreement within ninety (90) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made

pursuant to Section 5, 6 or 7 or the second to last sentence of Section 12(a) of this Agreement within ten (10) days after receipt by the Company of a written request therefor, (v) payment of indemnification pursuant to Section 3, 4 or 8 of this Agreement is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification, or (vi) in the event that the Company or any other person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or Proceeding designed to deny, or to recover from, the Indemnitee the benefits provided or intended to be provided to the Indemnitee hereunder, Indemnitee shall be entitled to an adjudication by a court of Indemnitee's entitlement to such indemnification or advancement of Expenses. Alternatively, Indemnitee, at Indemnitee's option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Indemnitee shall commence such proceeding seeking an adjudication or an award in arbitration within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 14(a). The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) In the event that a determination shall have been made pursuant to Section 12(a) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 14 shall be conducted in all respects as a de novo trial, or arbitration, on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 14 the Company shall have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.

(c) If a determination shall have been made pursuant to Section 12(a) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 14, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) The Company shall, to the fullest extent not prohibited by law, be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 14 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement. It is the intent of the Company that, to the fullest extent permitted by law, the Indemnitee not be required to incur legal fees or other Expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Indemnitee hereunder. The Company shall, to the fullest extent permitted by law, indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefor) advance, to the extent not prohibited by law, such Expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advancement of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the

Company if, in the case of indemnification, Indemnitee is wholly successful on the underlying claims; if Indemnitee is not wholly successful on the underlying claims, then such indemnification shall be only to the extent Indemnitee is successful on such underlying claims or otherwise as permitted by law, whichever is greater.

(e) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement of Indemnitee to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

Section 15. Non-exclusivity; Survival of Rights; Insurance; Subrogation.

(a) The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Restated Certificate any agreement, a vote of stockholders or a resolution of directors, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by Indemnitee in Indemnitee's Company Status prior to such amendment, alteration or repeal. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Restated Certificate and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents of the Enterprise, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, officer, employee or agent under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has director and officer liability insurance in effect, the Company shall give prompt notice of such claim or of the commencement of a Proceeding, as the case may be, to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies.

(c) In the event of any payment made by the Company under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable (or for which advancement is provided hereunder) hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(e) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, trustee, partner, managing member, fiduciary, employee or agent of any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of Expenses from such other corporation, limited liability company, partnership, joint venture, trust or other enterprise.

Section 16. Duration of Agreement. This Agreement shall continue until and terminate upon the later of: (a) ten (10) years after the date that Indemnitee shall have ceased to serve as an officer or director of the Company or (b) one (1) year after the final termination of any Proceeding then pending in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any proceeding commenced by Indemnitee pursuant to Section 14 of this Agreement relating thereto. The indemnification and advancement of expenses rights provided by or granted pursuant to this Agreement shall be binding upon and be enforceable by the parties hereto and their respective successors and assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent of the Company or of any other Enterprise, and shall inure to the benefit of Indemnitee and Indemnitee's spouse, assigns, heirs, devisees, executors and administrators and other legal representatives.

Section 17. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

Section 18. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving or continuing to serve as a director or officer of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement is a supplement to and in furtherance of the Restated Certificate and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

Section 19. Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement nor shall any waiver constitute a continuing waiver.

Section 20. Notice by Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder. The failure of Indemnitee to so notify the Company shall not relieve the Company of any obligation which it may have to the Indemnitee under this Agreement or otherwise.

Section 21. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, (b) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed, (c) mailed by reputable overnight courier and receipted for by the party to whom said notice or other communication shall have been directed or (d) sent by facsimile transmission, with receipt of oral confirmation that such transmission has been received:

(a) If to Indemnitee, at the address indicated on the signature page of this Agreement, or such other address as Indemnitee shall provide to the Company.

(b) If to the Company to

Amneal Pharmaceuticals, Inc.
400 Crossing Boulevard, Third Floor
Bridgewater, New Jersey 08807
Facsimile No.: (908) 947-3144
Attn: Sheldon Hirt, Senior Vice President, General Counsel
Email: shirt@amneal.com

With copies to:

Latham & Watkins LLP

885 3 rd Avenue
New York, New York 10022
Facsimile No.: (212) 751-4864
Attn: Charles K. Ruck; R. Scott Shean
Email: charles.ruck@lw.com; scott.shean@lw.com

or to any other address as may have been furnished to Indemnitee by the Company.

Section 22. Contribution. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

Section 23. Applicable Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 14(a) of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Court of Chancery of the State of Delaware (the "Delaware Court"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, irrevocably RL&F Service Corp., 920 North King Street, 2nd Floor, Wilmington, New Castle County, Delaware 19801 as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

Section 24. Identical Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

Section 25. Miscellaneous. Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate. The headings of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first above written.

COMPANY

INDEMNITEE

Amneal Pharmaceuticals, Inc.

By: _____
Name:
Office:

Name:
Address: _____

Signature Page to Indemnification and Advancement Agreement

AMNEAL PHARMACEUTICALS, INC.
2018 INCENTIVE AWARD PLAN

STOCK OPTION GRANT NOTICE AND
STOCK OPTION AGREEMENT

Amneal Pharmaceuticals, Inc., a Delaware corporation (the “Company”), pursuant to its 2018 Incentive Award Plan, as amended from time to time (the “Plan”), hereby grants to the holder listed below (“Participant”) an option to purchase the number of Shares set forth below (the “Option”). The Option is subject to the terms and conditions set forth in this Stock Option Grant Notice (the “Grant Notice”), the Stock Option Agreement attached hereto as Exhibit A (the “Agreement”), the Plan and the special provisions for Participant’s country of residence, if any, attached hereto as Exhibit B (the “Foreign Appendix”), each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Grant Notice and the Agreement.

Participant:

Grant Date:

Exercise Price Per Share:

Total Exercise Price:

Total Number of Shares Subject to Option:

Expiration Date:

Type of Option:

Incentive Stock Option Non-Qualified Stock Option

Vesting Schedule:

By Participant’s signature below, Participant agrees to be bound by the terms and conditions of the Plan, the Agreement, the Foreign Appendix, if applicable, and the Grant Notice. Participant has reviewed the Agreement, the Plan, the Foreign Appendix, if applicable, and the Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing the Grant Notice and fully understands all provisions of the Grant Notice, the Agreement, the Foreign Appendix, if applicable, and the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, the Grant Notice, the Foreign Appendix, if applicable, or the Agreement.

AMNEAL PHARMACEUTICALS, INC.

PARTICIPANT

By: _____
Print Name:
Title:

By: _____
Print Name:

**EXHIBIT A
TO STOCK OPTION GRANT NOTICE**

STOCK OPTION AGREEMENT

Pursuant to the Grant Notice to which this Agreement is attached, the Company has granted to Participant an Option under the Plan to purchase the number of Shares set forth in the Grant Notice.

**ARTICLE I.
GENERAL**

1.1 Defined Terms. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan or the Grant Notice. For purposes of this Agreement,

(a) “Cause” shall mean a Company Group Member having “Cause” to terminate Participant’s employment or services, as such term is defined in any relevant employment or similar agreement between Participant and a Company Group Member; *provided* that, in the absence of such agreement containing such definition, a Company Group Member shall have “Cause” to terminate Participant’s employment or services upon: (i) Participant’s willful failure to substantially perform his or her duties for a Company Group Member (other than any such failure resulting from Participant’s Disability); (ii) Participant’s willful failure to carry out, or comply with, in any material respect any lawful directive of the Board; (iii) Participant’s commission at any time of any act or omission that results in, or may reasonably be expected to result in, a conviction, plea of no contest, plea of nolo contendere, or imposition of unadjudicated probation for any felony or crime involving moral turpitude; (iv) Participant’s unlawful use (including being under the influence) or possession of illegal drugs on a Company Group Member’s premises or while performing Participant’s duties and responsibilities for a Company Group Member; (v) Participant’s commission at any time of any act of fraud, embezzlement, misappropriation, misconduct, conversion of assets of a Company Group Member, or breach of fiduciary duty against a Company Group Member (or any predecessor thereto or successor thereof); or (vi) Participant’s material breach of this Agreement or any other agreements with any Company Group Member (including, without limitation, any breach of the restrictive covenants of any such agreement); and which, in the case of clauses (i), (ii) and (vi), continues beyond thirty (30) days after any Company Group Member has provided Participant written notice of such failure or breach (to the extent that, in the reasonable judgment of the Board, such failure or breach can be cured by Participant). Whether or not an event giving rise to “Cause” occurs will be determined by the Board in its sole discretion.

(b) “Cessation Date” shall mean the date of Participant’s Termination of Service (regardless of the reason for such termination).

(c) “Company Group” shall mean the Company and its Subsidiaries.

(d) “Company Group Member” shall mean each member of the Company Group.

(e) “Disability” shall have the meaning ascribed to such term in any relevant employment or similar agreement between Participant and a Company Group Member; *provided* that, in the absence of such agreement containing such definition, “Disability” shall mean Participant’s inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that can be expected to last for a continuous period of not less than twelve (12) months.

1.2 Incorporation of Terms of Plan and Foreign Appendix. The Option is subject to the terms and conditions set forth in this Agreement, the Plan and the Foreign Appendix, if applicable, each of which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

ARTICLE II. GRANT OF OPTION

2.1 Grant of Option. In consideration of Participant's past and/or continued employment with or service to any Company Group Member and for other good and valuable consideration, effective as of the grant date set forth in the Grant Notice (the "Grant Date"), the Company has granted to Participant the Option to purchase any part or all of an aggregate number of Shares set forth in the Grant Notice, upon the terms and conditions set forth in the Grant Notice, the Plan, this Agreement and the Foreign Appendix, if applicable, subject to adjustment as provided in Section 12.2 of the Plan.

2.2 Exercise Price. The exercise price per Share of the Shares subject to the Option (the "Exercise Price") shall be as set forth in the Grant Notice.

2.3 Consideration to the Company. In consideration of the grant of the Option by the Company, Participant agrees to render faithful and efficient services to any Company Group Member. Nothing in the Plan, the Grant Notice, this Agreement or the Foreign Appendix, if applicable, shall confer upon Participant any right to continue in the employ or service of any Company Group Member or shall interfere with or restrict in any way the rights of the Company Group, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between any Company Group Member and Participant.

ARTICLE III. PERIOD OF EXERCISABILITY

3.1 Commencement of Exercisability.

(a) Subject to Participant's continued employment with or service to a Company Group Member on each applicable vesting date and subject to Sections 3.2, 3.3, 5.9 and 5.16 hereof, the Option shall become vested and exercisable in such amounts and at such times as are set forth in the Grant Notice.

(b) Subject to Section 12.4 of the Plan and unless otherwise determined by the Administrator or as set forth in a written agreement between Participant and the Company, any portion of the Option that has not become vested and exercisable on or prior to the Cessation Date (including, without limitation, pursuant to any employment or similar agreement by and between Participant and the Company) shall be forfeited on the Cessation Date and shall not thereafter become vested or exercisable.

3.2 Duration of Exercisability. The installments provided for in the vesting schedule set forth in the Grant Notice are cumulative. Each such installment that becomes vested and exercisable pursuant to the vesting schedule set forth in the Grant Notice shall remain vested and exercisable until it becomes unexercisable under Section 3.3 hereof. Once the Option becomes unexercisable, it shall be forfeited immediately.

3.3 Expiration of Option. The Option may not be exercised to any extent by anyone after the first to occur of the following events:

- (a) The expiration date set forth in the Grant Notice;
- (b) Except as the Administrator may otherwise approve, the expiration of twelve (12) months from the Cessation Date by reason of Participant's Termination of Service due to death or Disability;
- (c) Except as the Administrator may otherwise approve, immediately upon the Cessation Date by reason of Participant's Termination of Service for Cause; and
- (d) Except as the Administrator may otherwise approve, the expiration of three (3) months from the Cessation Date by reason of Participant's Termination of Service for any other reason.

3.4 Tax Withholding. Notwithstanding any other provision of this Agreement:

(a) The Company Group has the authority to deduct or withhold, or require Participant to remit to the applicable Company Group Member, an amount sufficient to satisfy any applicable federal, state, local and foreign taxes (including the employee portion of any FICA obligation) required by Applicable Law to be withheld with respect to any taxable event arising pursuant to this Agreement. The Company Group may withhold or Participant may make such payment in one or more of the forms specified below:

- (i) by cash or check made payable to the Company Group Member with respect to which the withholding obligation arises;
- (ii) by the deduction of such amount from other compensation payable to Participant;

(iii) with respect to any withholding taxes arising in connection with the exercise of the Option, with the consent of the Administrator, by requesting that the Company withhold a net number of Shares issuable upon the exercise of the Option having a then current Fair Market Value not exceeding the amount necessary to satisfy the withholding obligation of the Company Group based on the maximum statutory withholding rates in Participant's applicable jurisdictions for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income;

(iv) with respect to any withholding taxes arising in connection with the exercise of the Option, with the consent of the Administrator, by tendering to the Company vested Shares held for such period of time as may be required by the Administrator in order to avoid adverse accounting consequences and having a then current Fair Market Value not exceeding the amount necessary to satisfy the withholding obligation of the Company Group based on the maximum statutory withholding rates in Participant's applicable jurisdictions for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income;

(v) with respect to any withholding taxes arising in connection with the exercise of the Option, through the delivery of a notice that Participant has placed a market sell order with a broker acceptable to the Company with respect to Shares then issuable to Participant pursuant to the Option, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company Group Member with respect to which the withholding obligation arises in satisfaction of such withholding taxes; *provided* that payment of such proceeds is then made to the applicable Company Group Member at such time as may be required by the Administrator, but in any event not later than the settlement of such sale; or

(vi) in any combination of the foregoing.

(b) With respect to any withholding taxes arising in connection with the Option, in the event Participant fails to provide timely payment of all sums required pursuant to Section 3.4(a), the Company shall have the right and option, but not the obligation, to treat such failure as an election by Participant to satisfy all or any portion of Participant's required payment obligation pursuant to Section 3.4(a)(ii) or Section 3.4(a)(iii) above, or any combination of the foregoing as the Company may determine to be appropriate. The Company shall not be obligated to deliver any certificate representing Shares issuable with respect to the exercise of the Option to, or to cause any such Shares to be held in book-entry form by, Participant or his or her legal representative unless and until Participant or his or her legal representative shall have paid or otherwise satisfied in full the amount of all federal, state, local and foreign taxes applicable with respect to the taxable income of Participant resulting from the exercise of the Option or any other taxable event related to the Option.

(c) In the event any tax withholding obligation arising in connection with the Option will be satisfied under Section 3.4(a)(iii), then the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on Participant's behalf a whole number of Shares from those Shares then issuable upon the exercise of the Option as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the tax withholding obligation and to remit the proceeds of such sale to the Company Group Member with respect to which the withholding obligation arises. Participant's acceptance of this Option constitutes Participant's instruction and authorization to the Company and such brokerage firm to complete the transactions described in this Section 3.4(c), including the transactions described in the previous sentence, as applicable. The Company may refuse to issue any Shares to Participant until the foregoing tax withholding obligations are satisfied, *provided* that no payment shall be delayed under this Section 3.4(c) if such delay will result in a violation of Section 409A.

(d) Participant is ultimately liable and responsible for all taxes owed in connection with the Option, regardless of any action any Company Group Member takes with respect to any tax withholding obligations that arise in connection with the Option. No Company Group Member makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or exercise of the Option or the subsequent sale of Shares. The Company Group does not commit and is under no obligation to structure the Option to reduce or eliminate Participant's tax liability.

ARTICLE IV. EXERCISE OF OPTION

4.1 Person Eligible to Exercise. During the lifetime of Participant, only Participant may exercise the Option or any portion thereof. After the death of Participant, any exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Section 3.3 hereof, be exercised by Participant's personal representative or by any person empowered to do so under the deceased Participant's will or under the then Applicable Laws of descent and distribution.

4.2 Partial Exercise. Subject to Section 5.2, any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable under Section 3.3 hereof.

4.3 Manner of Exercise. The Option, or any exercisable portion thereof, may be exercised solely by delivery to the Secretary of the Company (or any third party administrator or other person designated by the Company), during regular business hours, of all of the following prior to the time when the Option or such portion thereof becomes unexercisable under Section 3.3 hereof.

(a) An exercise notice in a form specified by the Administrator, stating that the Option or portion thereof is thereby exercised, such notice complying with all applicable rules established by the Administrator;

(b) The receipt by the Company of full payment for the Shares with respect to which the Option or portion thereof is exercised, in such form of consideration permitted under Section 4.4 hereof that is acceptable to the Administrator;

(c) The payment of any applicable withholding tax in accordance with Section 3.4;

(d) Any other written representations or documents as may be required in the Administrator's sole discretion to effect compliance with Applicable Law; and

(e) In the event the Option or portion thereof shall be exercised pursuant to Section 4.1 hereof by any person or persons other than Participant, appropriate proof of the right of such person or persons to exercise the Option.

Notwithstanding any of the foregoing, the Administrator shall have the right to specify all conditions of the manner of exercise, which conditions may vary by country and which may be subject to change from time to time.

4.4 Method of Payment. Payment of the Exercise Price shall be by any of the following, or a combination thereof, at the election of Participant:

(a) Cash or check;

(b) With the consent of the Administrator, surrender of vested Shares (including, without limitation, Shares otherwise issuable upon exercise of the Option) held for such period of time as may be required by the Administrator in order to avoid adverse accounting consequences and having a Fair Market Value on the date of delivery equal to the aggregate Exercise Price of the Option or exercised portion thereof;

(c) Through the delivery of a notice that Participant has placed a market sell order with a broker acceptable to the Company with respect to Shares then issuable upon exercise of the Option, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the Exercise Price; *provided* that payment of such proceeds is then made to the Company at such time as may be required by the Administrator, but in any event not later than the settlement of such sale; or

(d) Any other form of legal consideration acceptable to the Administrator.

4.5 Conditions to Issuance of Shares. The Company shall not be required to issue or deliver Shares purchased upon the exercise of the Option or portion thereof prior to fulfillment of all of the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which such Shares are then listed, (b) the completion of any registration or other qualification of such Shares under any state or federal law or under rulings or regulations of the Securities and Exchange Commission or other governmental regulatory body, which the Administrator shall, in its absolute discretion, deem necessary or advisable, (c) the obtaining of any approval or other clearance from any state or federal

governmental agency which the Administrator shall, in its absolute discretion, determine to be necessary or advisable, (d) the receipt by the Company of full payment for such Shares, which may be in one or more of the forms of consideration permitted under Section 4.4 hereof, and (e) the receipt of full payment of any applicable withholding tax in accordance with Section 3.4 by the Company Group Member with respect to which the applicable withholding obligation arises.

4.6 Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares purchasable upon the exercise of any part of the Option unless and until certificates representing such Shares (which may be in book-entry form) will have been issued and recorded on the records of the Company or its transfer agents or registrars and delivered to Participant (including through electronic delivery to a brokerage account). No adjustment will be made for a dividend or other right for which the record date is prior to the date of such issuance, recordation and delivery, except as provided in Section 12.2 of the Plan. Except as otherwise provided herein, after such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to such Shares, including, without limitation, the right to receipt of dividends and distributions on such Shares.

ARTICLE V. OTHER PROVISIONS

5.1 Administration. The Administrator shall have the power to interpret the Plan, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, and to adopt such rules for the administration, interpretation and application of the Plan, the Grant Notice, this Agreement and the Foreign Appendix, as applicable, as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon Participant, the Company and all other interested persons. To the extent allowable pursuant to Applicable Law, no member of the Committee or the Board will be personally liable for any action, determination or interpretation made with respect to the Plan, the Grant Notice, this Agreement or the Foreign Appendix, as applicable.

5.2 Whole Shares. The Option may only be exercised for whole Shares.

5.3 Option Not Transferable. Subject to Section 4.1 hereof, the Option may not be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution, unless and until the Shares underlying the Option have been issued, and all restrictions applicable to such Shares have lapsed. Neither the Option nor any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence. Notwithstanding the foregoing, with the consent of the Administrator, if the Option is a Non-Qualified Stock Option, it may be transferred to Permitted Transferees pursuant to any conditions and procedures the Administrator may require.

5.4 Adjustments. The Administrator may accelerate the vesting of all or a portion of the Option in such circumstances as it, in its sole discretion, may determine. Participant acknowledges that the Option is subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan, including Section 12.2 of the Plan.

5.5 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to Participant shall be addressed to Participant at Participant's last address reflected on the Company's records. By a notice given pursuant to this Section 5.5, either party may hereafter designate a different address for notices to be given to that party. Any notice shall be deemed duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

5.6 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

5.7 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

5.8 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice, this Agreement and the Foreign Appendix, as applicable, are intended to conform to the extent necessary with all Applicable Laws, including, without limitation, the provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Securities and Exchange Commission and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Option is granted and may be exercised, only in such a manner as to conform to Applicable Law. To the extent permitted by Applicable Law, the Plan, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, shall be deemed amended to the extent necessary to conform to Applicable Law.

5.9 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board, *provided* that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the Option in any material way without the prior written consent of Participant.

5.10 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in Section 5.3 and the Plan, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

5.11 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Option, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

5.12 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue to serve as an employee or other service provider of any Company Group Member or shall interfere with or restrict in any way the rights of the Company Group, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between a Company Group Member and Participant.

5.13 Acknowledgment of Nature of Plan and Option. In accepting this Option, Participant acknowledges that:

(a) the award of the Option (and the Shares subject to the Option) the Company is making under the Plan is unilateral and discretionary and will not give rise to any future obligation on the Company to make further Awards under the Plan to Participant;

(b) for labor law purposes, the Option and the Shares subject to the Option are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for any Company Group Member or any affiliate thereof;

(c) Participant is voluntarily participating in the Plan;

(d) the Option and the Shares subject to the Option are not intended to replace any pension rights or compensation;

(e) neither the Option nor any provision of this Agreement, the Plan or the policies adopted pursuant to the Plan confer upon Participant any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with any Company Group Member or any affiliate thereof, and any modification of the Plan or the Agreement or its termination shall not constitute a change or impairment of the terms and conditions of employment;

(f) if the underlying Shares do not increase in value, the Option will have no value;

(g) the future value of the underlying Shares is unknown and cannot be predicted with certainty. If Participant exercises the Option and obtains Shares, the value of the Shares acquired upon exercise may increase or decrease in value, even below the Exercise Price; and

(h) in consideration of the grant of the Option hereunder, no claim or entitlement to compensation or damages arises from termination of the Option, and no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from termination of Participant's employment by any Company Group Member or any affiliate thereof (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases each Company Group Member from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Participant shall be deemed irrevocably to have waived Participant's entitlement to pursue such claim.

5.14 Consent to Personal Data Processing and Transfer. By acceptance of this Option, Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company Group holds certain personal information, including Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in Participant's favor, for the purpose of managing and administering the Plan ("Data"). Participant is aware

that providing the Company with Participant's Data is necessary for the performance of this Agreement and that Participant's refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect Participant's ability to participate in the Plan. The Company Group will transfer Data to third parties in the course of its or their business, including for the purpose of assisting the Company in the implementation, administration and management of the Plan. However, from time to time and without notice, the Company Group may retain additional or different third parties for any of the purposes mentioned. The Company Group may also make Data available to public authorities where required under Applicable Law. Such recipients may be located in the jurisdiction which Participant is based or elsewhere in the world, which Participant separately and expressly consents to, accepting that outside the jurisdiction which Participant is based, data protection laws may not be as protective as within. Participant hereby authorizes the Company Group and all such third parties to receive, possess, use, retain, process and transfer Data, in electronic or other form, in the course of the Company Group's business, including for the purposes of implementing, administering and managing participation in the Plan, and including any requisite transfer of such Data as may be required for the administration of the Plan on behalf of Participant to a third party to whom Participant may have elected to have payment made pursuant to the Plan. Participant understands that he or she may request a list with the names and addresses of any potential recipients of Data by contacting Participant's local human resources representative. Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company through its local human resources representative; however, withdrawing the consent may affect Participant's ability to participate in the Plan and receive the benefits intended by this Option. Data will only be held as long as necessary to implement, administer and manage Participant's participation in the Plan and any subsequent claims or rights.

5.15 Entire Agreement. The Plan, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. [For the avoidance of doubt, absent the express written consent of the Company following the Grant Date, notwithstanding anything to the contrary in any employment, severance or similar arrangement effective prior to the Grant Date pursuant to which Participant is a party or eligible individual, no provisions of such employment, severance or similar arrangement which could be construed to apply to this Award upon or in connection with Participant's Termination of Service (including, without limitation, any provision providing for accelerated vesting upon or in connection with Participant's Termination of Service) shall be applicable to this Award.]

5.16 Section 409A. This Award is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A. However, notwithstanding any other provision of the Plan, the Grant Notice, this Agreement or the Foreign Appendix, if applicable, if at any time the Administrator determines that this Award (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Grant Notice, this Agreement or the Foreign Appendix, if applicable, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

5.17 Agreement Severable. In the event that any provision of the Grant Notice, this Agreement or the Foreign Appendix, if applicable, is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

5.18 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant shall have only the right to receive Shares as a general unsecured creditor with respect to the Option, as and when exercised pursuant to the terms hereof.

5.19 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which shall be deemed an original and all of which together shall constitute one instrument.

5.20 Broker-Assisted Sales. In the event of any broker-assisted sale of Shares in connection with the payment of withholding taxes as provided in Section 3.4(a)(v) or Section 3.4(c) or the payment of the Exercise Price as provided in Section 4.4(c): (a) any Shares to be sold through a broker-assisted sale will be sold on the day the tax withholding obligation or exercise of the Option, as applicable, occurs or arises, or as soon thereafter as practicable; (b) such Shares may be sold as part of a block trade with other participants in the Plan in which all participants receive an average price; (c) Participant will be responsible for all broker's fees and other costs of sale, and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (d) to the extent the proceeds of such sale exceed the applicable tax withholding obligation or Exercise Price, the Company agrees to pay such excess in cash to Participant as soon as reasonably practicable; (e) Participant acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy the applicable tax withholding obligation or Exercise Price; and (f) in the event the proceeds of such sale are insufficient to satisfy the applicable tax withholding obligation, Participant agrees to pay immediately upon demand to the Company Group Member with respect to which the withholding obligation arises an amount in cash sufficient to satisfy any remaining portion of the applicable Company Group Member's withholding obligation.

5.21 Incentive Stock Options. Participant acknowledges that to the extent the aggregate Fair Market Value of Shares (determined as of the time the option with respect to the Shares is granted) with respect to which Incentive Stock Options, including this Option (if applicable), are exercisable for the first time by Participant during any calendar year exceeds \$100,000 or if for any other reason such Incentive Stock Options do not qualify or cease to qualify for treatment as "incentive stock options" under Section 422 of the Code, such Incentive Stock Options shall be treated as Non-Qualified Stock Options. Participant further acknowledges that the rule set forth in the preceding sentence shall be applied by taking the Option and other stock options into account in the order in which they were granted, as determined under Section 422(d) of the Code and the Treasury Regulations thereunder. Participant also acknowledges that an Incentive Stock Option exercised more than three (3) months after Participant's Termination of Service, other than by reason of death or disability, will be taxed as a Non-Qualified Stock Option.

5.22 Notification of Disposition. If this Option is designated as an Incentive Stock Option, Participant shall give prompt written notice to the Company of any disposition or other transfer of any Shares acquired under this Agreement if such disposition or transfer is made (a) within two (2) years from the Grant Date or (b) within one (1) year after the transfer of such Shares to Participant. Such notice shall specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by Participant in such disposition or other transfer.

**EXHIBIT B
TO STOCK OPTION GRANT NOTICE**

SPECIAL PROVISIONS FOR OPTIONS FOR PARTICIPANTS OUTSIDE THE U.S.

This Exhibit B (this “ Appendix ”) includes special terms and conditions applicable to Participants in the countries below. These terms and conditions are in addition to those set forth in the Agreement and the Plan and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail.

This Appendix also includes information relating to exchange control and other issues of which Participant should be aware with respect to his or her participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the respective countries as of April 2018. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the Option is exercised or Shares acquired under the Plan are sold.

In addition, the information is general in nature and may not apply to the particular situation of Participant, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to his or her situation. If Participant is a citizen or resident of a country other than the one in which he or she is currently working, the information contained herein may not be applicable to Participant.

The Participant should be aware that the tax consequences in connection with the grant of the Option, the exercise of the Option and the disposal of the resulting Shares vary from country to country and are subject to change from time to time and understand that the Participant may suffer adverse tax consequences as a result of the Option and the Participant’s disposal of the Shares. By signing the Agreement the Participant acknowledges that he or she is not relying on the Company for tax advice and will seek his or her own tax advice as required.

INDIA

The following supplements the first paragraph of the Grant Notice:

Please note that this Option is a one-time benefit. It is voluntary and shall not constitute a legal claim for further grants in the future.

The following provision replaces in its entirety Section 4.4 of the Agreement:

4.4 Method of Payment. Participant understands that Participant will be restricted to the cashless sell-all method of exercise. To complete a cashless sell-all exercise, Participant understands that the Plan broker shall be instructed to: (i) sell all of the Shares issued upon exercise of the Option; (ii) use the proceeds to pay the exercise price of the Option, brokerage fees and any applicable Tax Liability (a “ Tax Liability ” being any liability for income tax, withholding tax and any other employment related taxes in any jurisdiction); and (iii) remit the balance in cash to Participant. Participant will not be permitted to hold Shares after exercise. Depending upon the development of laws and Participant’s status as a national of a country other than India, the Company reserves the right to modify the methods of exercising the Option and in its sole discretion, to permit cash exercises, cashless sell-to-cover exercises or any other method of exercise and payment of Tax Liability permitted under the Plan.

The following paragraphs are inserted immediately after the last paragraph of the Grant Notice:

Foreign Assets Reporting Information . The Participant is required to declare foreign bank accounts and any foreign financial assets (including Shares subject to the Option held outside India) in his or her annual tax return. It is the Participant's responsibility to comply with this reporting obligation and the Participant should consult with his or her personal tax advisor in this regard.

Exchange Control Information . Regardless of the method of exercise used to purchase the Shares, the Participant understands that the Participant must repatriate any proceeds from the sale of Shares acquired under the Plan or the receipt of any dividends to India within 90 days of receipt. Participant must obtain a foreign inward remittance certificate (" FIRC ") from the bank where the Participant deposits the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Participant's employer requests proof of repatriation.

IRELAND

The following provision supplements Section 1 of the Agreement:

By accepting this grant of the Option, Participant represents and warrants to the Company that Participant's participation in the Plan is voluntary and that Participant has not been induced to participate by expectation of engagement, appointment, employment, continued engagement, continued appointment or continued employment, as applicable.

The following provision shall be added as Section 5.23 of the Agreement:

5.23 Director Notification Obligation . If Participant is a director, shadow director or secretary of the Company's Irish parent, subsidiary or affiliate, Participant must notify the Irish parent, subsidiary or affiliate in writing within five (5) business days of receiving or disposing of an interest in the Company (e.g., Options, etc.), or within five (5) business days of becoming aware of the event giving rise to the notification requirement or within five (5) days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary).

AMNEAL PHARMACEUTICALS, INC.
2018 INCENTIVE AWARD PLAN

RESTRICTED STOCK UNIT GRANT NOTICE AND
RESTRICTED STOCK UNIT AGREEMENT

Amneal Pharmaceuticals, Inc., a Delaware corporation (the “Company”), pursuant to its 2018 Incentive Award Plan, as amended from time to time (the “Plan”), hereby grants to the holder listed below (“Participant”) the number of Restricted Stock Units set forth below (the “RSUs”). The RSUs are subject to the terms and conditions set forth in this Restricted Stock Unit Grant Notice (the “Grant Notice”), the Plan, the Restricted Stock Unit Agreement attached as Exhibit A (the “Agreement”) and the special provisions for Participant’s country of residence, if any, attached hereto as Exhibit B (the “Foreign Appendix”), each of which is incorporated into this Grant Notice by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Grant Notice and the Agreement.

Participant:

Grant Date:

Number of Restricted Stock Units:

Vesting Schedule:

By Participant’s signature below, Participant agrees to be bound by the terms and conditions of the Plan, the Agreement, the Foreign Appendix, if applicable, and the Grant Notice. Participant has reviewed the Agreement, the Plan, the Foreign Appendix, if applicable, and the Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing the Grant Notice and fully understands all provisions of the Grant Notice, the Agreement, the Foreign Appendix, if applicable, and the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, the Grant Notice, the Foreign Appendix, if applicable, or the Agreement.

AMNEAL PHARMACEUTICALS, INC.

PARTICIPANT

By: _____
Print Name:
Title:

By: _____
Print Name:

EXHIBIT A
TO RESTRICTED STOCK UNIT GRANT NOTICE

RESTRICTED STOCK UNIT AGREEMENT

Pursuant to the Grant Notice to which this Agreement is attached, the Company has granted to Participant the number of RSUs set forth in the Grant Notice.

ARTICLE I.

GENERAL

1.1 Defined Terms. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan or the Grant Notice. For purposes of this Agreement,

- (a) “Cessation Date” shall mean the date of Participant’s Termination of Service (regardless of the reason for such termination).
- (b) “Company Group” shall mean the Company and its Subsidiaries.
- (c) “Company Group Member” shall mean each member of the Company Group.

1.2 Incorporation of Terms of Plan and Foreign Appendix. The RSUs and the shares of Common Stock (“Stock”) to be issued to Participant hereunder (“Shares”) are subject to the terms and conditions set forth in this Agreement, the Plan and the Foreign Appendix, if applicable, each of which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

ARTICLE II.

AWARD OF RESTRICTED STOCK UNITS

2.1 Award of RSUs. In consideration of Participant’s past and/or continued employment with or service to any Company Group Member and for other good and valuable consideration, effective as of the grant date set forth in the Grant Notice (the “Grant Date”), the Company has granted to Participant the number of RSUs set forth in the Grant Notice, upon the terms and conditions set forth in the Grant Notice, the Plan, this Agreement and the Foreign Appendix, if applicable, subject to adjustments as provided in Article 12 of the Plan. Each RSU represents the right to receive one Share or, at the option of the Company, an amount of cash as set forth in Section 2.3(b), in either case, at the times and subject to the conditions set forth herein. However, unless and until the RSUs have vested, Participant will have no right to the payment of any Shares subject thereto. Prior to the actual delivery of any Shares, the RSUs will represent an unsecured obligation of the Company, payable only from the general assets of the Company.

2.2 Vesting of RSUs.

(a) Subject to Participant’s continued employment with or service to ta Company Group Member on each applicable vesting date and subject to the terms of this Agreement, the RSUs shall vest in such amounts and at such times as are set forth in the Grant Notice.

(b) In the event Participant incurs a Termination of Service, subject to Section 12.4 of the Plan and except as may be otherwise provided by the Administrator or as set forth in a written agreement between Participant and the Company, Participant shall immediately forfeit any and all RSUs granted under this Agreement which have not vested or do not vest on or prior to the Cessation Date, and Participant's rights in any such RSUs which are not so vested shall lapse and expire.

2.3 Distribution or Payment of RSUs.

(a) Participant's RSUs shall be distributed in Shares (either in book-entry form or otherwise) or, at the option of the Company, paid in an amount of cash as set forth in Section 2.3(b), in either case, as soon as administratively practicable following the vesting of the applicable RSU pursuant to Section 2.2, and, in any event, within sixty (60) days following such vesting. Notwithstanding the foregoing, the Company may delay a distribution or payment in settlement of RSUs if it reasonably determines that such payment or distribution will violate Federal securities laws or any other Applicable Law, *provided* that such distribution or payment shall be made at the earliest date at which the Company reasonably determines that the making of such distribution or payment will not cause such violation, as required by Treasury Regulation Section 1.409A-2(b)(7)(ii), and provided further that no payment or distribution shall be delayed under this Section 2.3(a) if such delay will result in a violation of Section 409A.

(b) In the event that the Company elects to make payment of Participant's RSUs in cash, the amount of cash payable with respect to each RSU shall be equal to the Fair Market Value of a Share on the day immediately preceding the applicable distribution or payment date set forth in Section 2.3(a). All distributions made in Shares shall be made by the Company in the form of whole Shares, and any fractional Share shall be distributed in cash in an amount equal to the value of such fractional Share determined based on the Fair Market Value as of the date immediately preceding the date of such distribution.

2.4 Conditions to Issuance of Certificates. The Company shall not be required to issue or deliver any certificate or certificates for any Shares prior to the fulfillment of all of the following conditions: (A) the admission of the Shares to listing on all stock exchanges on which such Shares are then listed, (B) the completion of any registration or other qualification of the Shares under any state or federal law or under rulings or regulations of the Securities and Exchange Commission or other governmental regulatory body, which the Administrator shall, in its absolute discretion, deem necessary or advisable, and (C) the obtaining of any approval or other clearance from any state or federal governmental agency that the Administrator shall, in its absolute discretion, determine to be necessary or advisable.

2.5 Tax Withholding. Notwithstanding any other provision of this Agreement:

(a) The Company Group has the authority to deduct or withhold, or require Participant to remit to the applicable Company Group Member, an amount sufficient to satisfy applicable federal, state, local and foreign taxes (including the employee portion of any FICA obligation) required by law to be withheld with respect to any taxable event arising pursuant to this Agreement. The Company Group may withhold or Participant may make such payment in one or more of the forms specified below:

- (i) by cash or check made payable to the Company Group Member with respect to which the withholding obligation arises;

(ii) by the deduction of such amount from other compensation payable to Participant;

(iii) with respect to any withholding taxes arising in connection with the distribution of the RSUs, with the consent of the Administrator, by requesting that the Company and its Subsidiaries withhold a net number of Shares otherwise issuable pursuant to the RSUs having a then current Fair Market Value not exceeding the amount necessary to satisfy the withholding obligation of the Company Group based on the maximum statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes;

(iv) with respect to any withholding taxes arising in connection with the distribution of the RSUs, with the consent of the Administrator, by tendering to the Company vested Shares having a then current Fair Market Value not exceeding the amount necessary to satisfy the withholding obligation of the Company Group based on the maximum statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes;

(v) with respect to any withholding taxes arising in connection with the distribution of the RSUs, through the delivery of a notice that Participant has placed a market sell order with a broker acceptable to the Company with respect to Shares then issuable to Participant pursuant to the RSUs, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company Group Member with respect to which the withholding obligation arises in satisfaction of such withholding taxes; *provided* that payment of such proceeds is then made to the applicable Company Group Member at such time as may be required by the Administrator, but in any event not later than the settlement of such sale; or

(vi) in any combination of the foregoing.

(b) With respect to any withholding taxes arising in connection with the RSUs, in the event Participant fails to provide timely payment of all sums required pursuant to Section 2.5(a), the Company shall have the right and option, but not the obligation, to treat such failure as an election by Participant to satisfy all or any portion of Participant's required payment obligation pursuant to Section 2.5(a)(ii) or Section 2.5(a)(iii) above, or any combination of the foregoing as the Company may determine to be appropriate. The Company shall not be obligated to deliver any certificate representing Shares issuable with respect to the RSUs to Participant or his or her legal representative unless and until Participant or his or her legal representative shall have paid or otherwise satisfied in full the amount of all federal, state, local and foreign taxes applicable with respect to the taxable income of Participant resulting from the vesting or settlement of the RSUs or any other taxable event related to the RSUs.

(c) In the event any tax withholding obligation arising in connection with the RSUs will be satisfied under Section 2.5(a)(iii), then the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on Participant's behalf a whole number of Shares from those Shares then issuable to Participant pursuant to the RSUs as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the tax withholding obligation and to remit the proceeds of such sale to the Company Group Member with respect to which the withholding obligation arises. Participant's acceptance of this Award constitutes Participant's instruction and authorization to the Company and such brokerage firm to complete the transactions described in this Section 2.5(c), including the transactions described in the previous sentence, as applicable. The Company may refuse to issue any Shares in settlement of the RSUs to Participant until the foregoing tax withholding obligations are satisfied, provided that no payment shall be delayed under this Section 2.5(c) if such delay will result in a violation of Section 409A.

(d) Participant is ultimately liable and responsible for all taxes owed in connection with the RSUs, regardless of any action the Company Group Member takes with respect to any tax withholding obligations that arise in connection with the RSUs. No Company Group Member makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or payment of the RSUs or the subsequent sale of Shares. The Company Group does not commit and is under no obligation to structure the RSUs to reduce or eliminate Participant's tax liability.

2.6 Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book-entry form) will have been issued and recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). Except as otherwise provided herein, after such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to such Shares, including, without limitation, the right to receipt of dividends and distributions on such Shares.

ARTICLE III.

OTHER PROVISIONS

3.1 Administration. The Administrator shall have the power to interpret the Plan, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, and to adopt such rules for the administration, interpretation and application of the Plan, the Grant Notice, this Agreement and the Foreign Appendix, as applicable, as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon Participant, the Company and all other interested Persons. To the extent allowable pursuant to Applicable Law, no member of the Committee or the Board will be personally liable for any action, determination or interpretation made with respect to the Plan, the Grant Notice, this Agreement or the Foreign Appendix, as applicable.

3.2 RSUs Not Transferable. The RSUs may not be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution, unless and until the Shares underlying the RSUs have been issued, and all restrictions applicable to such Shares have lapsed. No RSUs or any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence.

3.3 Adjustments. The Administrator may accelerate the vesting of all or a portion of the RSUs in such circumstances as it, in its sole discretion, may determine. Participant acknowledges that the RSUs and the Shares subject to the RSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan, including Section 12.2 of the Plan..

3.4 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to Participant shall be addressed to Participant at Participant's last address reflected on the Company's records. By a notice given pursuant to this Section 3.4, either party may hereafter designate a different address for notices to be given to that party. Any notice shall be deemed duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

3.5 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

3.6 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

3.7 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice, this Agreement and the Foreign Appendix, as applicable, are intended to conform to the extent necessary with all Applicable Laws, including, without limitation, the provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Securities and Exchange Commission and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the RSUs are granted, only in such a manner as to conform to Applicable Law. To the extent permitted by Applicable Law, the Plan, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, shall be deemed amended to the extent necessary to conform to Applicable Law.

3.8 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board, *provided* that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the RSUs in any material way without the prior written consent of Participant.

3.9 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in Section 4.2 and the Plan, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

3.10 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the RSUs, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

3.11 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue to serve as an employee or other service provider of any Company Group Member or shall interfere with or restrict in any way the rights of the Company Group, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between a Company Group Member and Participant.

3.12 Acknowledgment of Nature of Plan. In accepting the RSUs, Participant acknowledges that:

(a) the award of the RSUs the Company is making under the Plan is unilateral and discretionary and will not give rise to any future obligation on the Company to make further Awards under the Plan to Participant;

(b) for labor law purposes, the RSUs are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for any Company Group Member or any affiliate thereof;

(c) Participant is voluntarily participating in the Plan;

(d) the RSUs are not intended to replace any pension rights or compensation;

(e) neither the RSUs nor any provision of this Agreement, the Plan or the policies adopted pursuant to the Plan confer upon Participant any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with any Company Group Member or any affiliate thereof, and any modification of the Plan or the Agreement or its termination shall not constitute a change or impairment of the terms and conditions of employment;

(f) in consideration of the grant of the RSUs hereunder, no claim or entitlement to compensation or damages arises from termination of the RSUs, and no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from termination of Participant's employment by any Company Group Member or any affiliate thereof (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases each Company Group Member from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Participant shall be deemed irrevocably to have waived Participant's entitlement to pursue such claim.

3.13 Consent to Personal Data Processing and Transfer. By acceptance of the RSUs, Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company Group holds certain personal information, including Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in Participant's favor, for the purpose of managing and administering the Plan ("Data"). Participant is aware that providing the Company with Participant's Data is necessary for the performance of this Agreement and that Participant's refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect Participant's ability to participate in the Plan. The Company Group will transfer Data to third parties in the course of its or their business, including for the purpose of assisting the Company in the implementation, administration and management of the Plan. However, from time to time and without notice, the Company Group may retain additional or different third parties for any of the purposes mentioned. The Company Group may also make Data available to public authorities where required under Applicable Law. Such recipients may be located in the jurisdiction which Participant is based or elsewhere in the world, which Participant separately and expressly consents to, accepting that outside the jurisdiction which Participant is based, data protection laws may not be as protective as within. Participant hereby authorizes the Company Group and all such third parties to receive, possess, use, retain, process and transfer Data, in electronic or other form, in the course of the Company Group's business, including for the purposes of implementing, administering and managing participation in the Plan, and including any requisite transfer of such Data as may be required for the

administration of the Plan on behalf of Participant to a third party to whom Participant may have elected to have payment made pursuant to the Plan. Participant understands that he or she may request a list with the names and addresses of any potential recipients of Data by contacting Participant's local human resources representative. Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company through its local human resources representative; however, withdrawing the consent may affect Participant's ability to participate in the Plan and receive the benefits intended by the RSUs. Data will only be held as long as necessary to implement, administer and manage Participant's participation in the Plan and any subsequent claims or rights.

3.14 Entire Agreement. The Plan, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. [For the avoidance of doubt, absent the express written consent of the Company following the Grant Date, notwithstanding anything to the contrary in any employment, severance or similar arrangement effective prior to the Grant Date pursuant to which Participant is a party or eligible individual, no provisions of such employment, severance or similar arrangement which could be construed to apply to this Award upon or in connection with Participant's Termination of Service (including, without limitation, any provision providing for accelerated vesting upon or in connection with Participant's Termination of Service) shall be applicable to this Award.]

3.15 Section 409A. This Award is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A. However, notwithstanding any other provision of the Plan, the Grant Notice, this Agreement or the Foreign Appendix, if applicable, if at any time the Administrator determines that this Award (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Grant Notice, this Agreement or the Foreign Appendix, if applicable, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

3.16 Agreement Severable. In the event that any provision of the Grant Notice, this Agreement or the Foreign Appendix, if applicable, is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

3.17 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs.

3.18 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which shall be deemed an original and all of which together shall constitute one instrument.

3.19 Broker-Assisted Sales. In the event of any broker-assisted sale of Shares in connection with the payment of withholding taxes as provided in Section 2.5(a)(v) or Section 2.5(c): (a) any Shares to be sold through a broker-assisted sale will be sold on the day the tax withholding obligation arises or as soon thereafter as practicable; (b) such Shares may be sold as part of a block trade with other participants

in the Plan in which all participants receive an average price; (c) Participant will be responsible for all broker's fees and other costs of sale, and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (d) to the extent the proceeds of such sale exceed the applicable tax withholding obligation, the Company agrees to pay such excess in cash to Participant as soon as reasonably practicable; (e) Participant acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy the applicable tax withholding obligation; and (f) in the event the proceeds of such sale are insufficient to satisfy the applicable tax withholding obligation, Participant agrees to pay immediately upon demand to the Company Group Member with respect to which the withholding obligation arises an amount in cash sufficient to satisfy any remaining portion of the Company Group Member's withholding obligation.

**EXHIBIT B
TO RESTRICTED STOCK UNIT GRANT NOTICE**

SPECIAL PROVISIONS FOR RESTRICTED STOCK UNITS FOR PARTICIPANTS OUTSIDE THE U.S.

This Exhibit B (this “ Appendix ”) includes special terms and conditions applicable to Participants in the countries below. These terms and conditions are in addition to those set forth in the Agreement and the Plan and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail.

This Appendix also includes information relating to exchange control and other issues of which Participant should be aware with respect to his or her participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the respective countries as of April 2018. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the Option is exercised or Shares acquired under the Plan are sold.

In addition, the information is general in nature and may not apply to the particular situation of Participant, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to his or her situation. If Participant is a citizen or resident of a country other than the one in which he or she is currently working, the information contained herein may not be applicable to Participant.

The Participant should be aware that the tax consequences in connection with the grant of the RSUs and the disposal of the resulting Shares vary from country to country and are subject to change from time to time and understand that the Participant may suffer adverse tax consequences as a result of the RSUs and the Participant’s disposal of the Shares. By signing the Agreement the Participant acknowledges that he or she is not relying on the Company for tax advice and will seek his or her own tax advice as required.

INDIA

The following provisions shall be added as Sections 3.20 and 3.21 of the Agreement:

3.20 Foreign Assets Reporting Information. You must declare foreign bank accounts and any foreign financial assets (including Ordinary Shares subject to the RSUs held outside India) in your annual tax return. It is your responsibility to comply with this reporting obligation and you should consult with your personal tax advisor in this regard.

3.21 Exchange Control Information. You must repatriate any proceeds from the sale of Ordinary Shares acquired under the Plan or the receipt of any dividends to India within 90 days of receipt. You must obtain a foreign inward remittance certificate (“ *FIRC* ”) from the bank where you deposit the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or your employer requests proof of repatriation.

IRELAND

The following provision shall be added as Section 3.20 of the Agreement:

3.20 Director Reporting Obligation. If Participant is a director, shadow director or secretary of the Company's Irish parent, subsidiary or affiliate, Participant must notify the Irish parent, subsidiary or affiliate in writing within five (5) business days of receiving or disposing of an interest in the Company (e.g., RSUs, etc.), or within five (5) business days of becoming aware of the event giving rise to the notification requirement or within five (5) days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary).

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N ON -E MPLOYEE D IRECTOR C OMPENSATION P OLICY

Non-employee members of the board of directors (the “*Board*”) of Amneal Pharmaceuticals, Inc. (the “*Company*”) shall be eligible to receive cash and equity compensation as set forth in this Non-Employee Director Compensation Policy (this “*Policy*”). The cash and equity compensation described in this Policy shall be paid or be made, as applicable, automatically and without further action of the Board, to each member of the Board who is not an employee of the Company or any parent or subsidiary of the Company (each, a “*Non-Employee Director*”) who may be eligible to receive such cash or equity compensation, unless such Non-Employee Director declines the receipt of such cash or equity compensation by written notice to the Company. This Policy shall become effective as of, and subject to and conditioned upon, the consummation of the transactions contemplated by that certain Business Combination Agreement, dated as of October 17, 2017, by and among the Company, Impax Laboratories, Inc., K2 Merger Sub Corporation and Amneal Pharmaceuticals LLC (as amended by Amendment No. 1, dated November 21, 2017, and Amendment No. 2, dated December 16, 2017) (the “*Effective Time*”), and shall remain in effect until it is revised or rescinded by further action of the Board. This Policy may be amended, modified or terminated by the Board at any time in its sole discretion. The terms and conditions of this Policy shall supersede any prior cash and/or equity compensation arrangements for service as a member of the Board between the Company and any of its Non-Employee Directors and between any subsidiary of the Company and any of its non-employee directors. No Non-Employee Director shall have any rights hereunder, except with respect to equity awards granted pursuant to this Policy.

1. Cash Compensation.

(a) Annual Retainers. Each Non-Employee Director shall receive an annual retainer of \$75,000 for service on the Board.

(b) Additional Annual Retainers. In addition, a Non-Employee Director shall receive the following annual retainers:

(i) Lead Independent Director. A Non-Employee Director serving as Lead Independent Director shall receive an additional annual retainer of \$35,000 for such service.

(ii) Audit Committee. A Non-Employee Director serving as Chairperson of the Audit Committee shall receive an additional annual retainer of \$25,000 for such service. A Non-Employee Director serving as a member of the Audit Committee (other than the Chairperson) shall receive an additional annual retainer of \$15,000 for such service.

(iii) Compensation Committee. A Non-Employee Director serving as Chairperson of the Compensation Committee shall receive an additional annual retainer of \$20,000 for such service. A Non-Employee Director serving as a member of the Compensation Committee (other than the Chairperson) shall receive an additional annual retainer of \$10,000 for such service.

(iv) Nominating and Corporate Governance Committee. A Non-Employee Director serving as Chairperson of the Nominating and Corporate Governance Committee shall receive an additional annual retainer of \$15,000 for such service. A Non-Employee Director serving as a member of the Nominating and Corporate Governance Committee (other than the Chairperson) shall receive an additional annual retainer of \$7,500 for such service.

(v) Conflicts Committee. A Non-Employee Director serving as Chairperson of the Conflicts Committee shall receive an additional annual retainer of \$15,000 for such service. A Non-Employee Director serving as a member of the Conflicts Committee (other than the Chairperson) shall receive an additional annual retainer of \$7,500 for such service.

(c) Payment of Retainers. The annual retainers described in Sections 1(a) and 1(b) shall be earned on a quarterly basis based on a calendar quarter and shall be paid by the Company in arrears not later than the fifteenth day following the end of each calendar quarter. In the event a Non-Employee Director does not serve as a Non-Employee Director, or in the applicable positions described in Section 1(b), for an entire calendar quarter, such Non-Employee Director shall receive a prorated portion of the retainer(s) otherwise payable to such Non-Employee Director for such calendar quarter pursuant to Section 1(b), with such prorated portion determined by multiplying such otherwise payable retainer(s) by a fraction, the numerator of which is the number of days during which the Non-Employee Director serves as a Non-Employee Director or in the applicable positions described in Section 1(b) during the applicable calendar quarter and the denominator of which is the number of days in the applicable calendar quarter.

2. Equity Compensation. Non-Employee Directors shall be granted the equity awards described below. The awards described below shall be granted under and shall be subject to the terms and provisions of the Company's 2018 Incentive Award Plan or any other applicable Company equity incentive plan then-maintained by the Company (such plan, as may be amended from time to time, the "**Equity Plan**") and shall be granted subject to the execution and delivery of award agreements, including attached exhibits, in substantially the forms previously approved by the Board. All applicable terms of the Equity Plan apply to this Policy as if fully set forth herein, and all equity grants hereunder are subject in all respects to the terms of the Equity Plan.

(a) Annual Awards. Each Non-Employee Director who (i) serves on the Board as of the date of any annual meeting of the Company's stockholders (an "**Annual Meeting**") after the Effective Time and (ii) will continue to serve as a Non-Employee Director immediately following such Annual Meeting shall be automatically granted, on the date of such Annual Meeting, (1) an option to purchase the number of shares of the Company's common stock (at a per-share exercise price equal to the closing price per share of the Company's common stock on the date of such Annual Meeting (or on the last preceding trading day if the date of the Annual Meeting is not a trading day)) having an aggregate fair value on the date of the Annual Meeting of \$184,250 (as determined in accordance with FASB Accounting Codification Topic 718 ("**ASC 718**") and subject to adjustment as provided in the Equity Plan) and (2) an award of restricted stock units having an aggregate fair value on the date of the Annual Meeting of \$90,750 (as determined in accordance with ASC 718 and subject to adjustment as provided in the Equity Plan). The awards described in this Section 2(a) shall be referred to as the "**Annual Awards**." For the avoidance of doubt, a Non-Employee Director elected for the first time to the Board at an Annual Meeting shall receive only an Annual Award in connection with such election, and shall not receive any Initial Award on the date of such Annual Meeting as well.

(b) Initial Awards. Except as otherwise determined by the Board, each Non-Employee Director who is initially elected or appointed to the Board after the date the Effective Time, on any date other than the date of an Annual Meeting, shall be automatically granted, on the date of such Non-Employee Director's initial election or appointment (such Non-Employee Director's "**Start Date**"), (1) an option to purchase the number of shares of the Company's common stock (at a per-share exercise price equal to the closing price per share of the Company's common stock on such date (or on the last preceding trading day if such date is not a trading day)) having an aggregate fair value on such Non-Employee Director's Start Date of \$184,250 (as determined in accordance with ASC 718 and subject to adjustment as provided in the Equity Plan) and (2) an award of restricted stock units having an aggregate fair value on such Non-Employee Director's Start Date of \$90,750 (as determined in accordance with ASC 718 and subject to adjustment as provided in the Equity Plan). The awards described in this Section 2(b) shall be referred to as "**Initial Awards**." For the avoidance of doubt, no Non-Employee Director shall be granted more than one Initial Award.

(c) Termination of Employment of Employee Directors. Members of the Board who are employees of the Company or any parent or subsidiary of the Company who subsequently terminate their employment with the Company and any parent or subsidiary of the Company and remain on the Board will not receive an Initial Award pursuant to Section 2(b) above, but to the extent that they are otherwise eligible, will be eligible to receive, after termination from service with the Company and any parent or subsidiary of the Company, Annual Awards as described in Section 2(a) above.

(d) Vesting of Awards Granted to Non-Employee Directors. Each Annual Award and Initial Award shall vest (and, in the case of options, become exercisable) on the later of (x) the day immediately preceding the date of the first Annual Meeting following the date of grant and (y) the day immediately following the first anniversary of the date of grant, subject to the Non-Employee Director continuing in service through the applicable vesting date. No portion of an Annual Award or Initial Award that is unvested or unexercisable at the time of a Non-Employee Director's Termination of Service (as defined in the Equity Plan) shall become vested and exercisable thereafter.

* * * * *

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (“**Agreement**”) is entered into as of May 4, 2018 (the “**Effective Date**”), by and between Amneal Pharmaceuticals, Inc. (“**Amneal**”) and Paul M. Bisaro (the “**Executive**”).

WITNESSETH:

WHEREAS, The Executive currently serves as the Chief Executive Officer of Impax Laboratories, Inc. (“**Impax**”) pursuant to that certain employment agreement entered into between the Executive and Impax dated March 24, 2017 (the “**Existing Employment Agreement**”);

WHEREAS, Amneal Pharmaceuticals LLC (the “**Company**”), Impax and Atlas Holdings, Inc. entered into a Business Combination Agreement dated as of October 17, 2017 pursuant to which Impax, following its conversion into a limited liability company, became a wholly owned subsidiary of the Company and Atlas Holdings, Inc., which was renamed Amneal Pharmaceuticals, Inc.;

WHEREAS, the Executive possesses unique personal knowledge, experience and expertise;

WHEREAS, upon execution of this Agreement, the Executive shall cease to serve Impax as Chief Executive Officer, the Existing Employment Agreement shall terminate without triggering any severance thereunder and the Executive shall commence serving Amneal as Executive Chairman pursuant to the terms and conditions of this Agreement; and

WHEREAS, Amneal and the Executive desire to enter into this Agreement as to the terms and conditions of the Executive’s service to Amneal.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. EMPLOYMENT AND DUTIES

1.1 Term of Employment. Subject to Section 8.2 below, the Executive’s initial term of employment under this Agreement shall commence on the Effective Date and shall continue until the third anniversary of the Effective Date (the “**Initial Term**”), unless further extended or earlier terminated as provided in this Agreement. This Agreement will automatically be renewed for single one-year periods unless written notice of non-renewal (a “**Non-Renewal Notice**”) is provided by any party at least 90 days prior to the end of the Initial Term or the successive one-year period then in effect or unless earlier terminated as provided in this Agreement. Neither non-renewal of this Agreement for additional periods after the second anniversary of the Closing, nor expiration of this Agreement as a result of such non-renewal, shall, by itself, result in termination of the Executive’s employment. The period of time between the Closing and the termination of the Executive’s employment under this Agreement or the expiration of this Agreement, whichever is earlier, shall be referred to herein as the “**Term**.”

1.2 General.

1.2.1 Subject to the terms set forth herein, effective as of the Closing, the Executive shall serve as the Executive Chairman of Amneal and shall have the authorities, duties and responsibilities as are usual and customary for such position or are prescribed by Amneal’s bylaws and as may from time to time be delegated to him by the board of directors of Amneal (the “**Board**”).

1.2.2 As of the Effective Date, Executive shall serve as a director of the Board. Thereafter, during the Term, at each applicable annual meeting of Amneal’s stockholders, the Board, subject to its fiduciary duties, shall nominate and recommend the election of the Executive by Amneal’s stockholders as a director. Upon termination of the Executive’s employment for any reason under this Agreement or upon the expiration of the Term of this Agreement, the Executive shall resign immediately upon request of the Board from all officer and director positions held by him with Amneal or any of its Subsidiaries. For purposes of this Agreement, the term “**Subsidiaries**” shall mean any entity with voting equity securities that are more than 50% controlled by Amneal as the parent company or the holding company.

1.2.3 The Executive shall faithfully and diligently discharge his duties hereunder and use his best efforts to implement the policies established from time to time by the Board. The Executive shall devote all of his business time, attention, knowledge and skills faithfully, diligently and to the best of his ability, in furtherance of the business and activities of Amneal; provided, however, that nothing in this Agreement shall preclude the Executive from devoting reasonable periods of time required for:

- (i) serving as a director or member of a committee, in each case, in a non-lead, non-chair role, of up to two (2) publicly traded corporations and up to one (1) private organization or corporation, in each case, that does not, in the good faith determination of the Board, compete with Amneal or any of its Subsidiaries or otherwise create, or could create, in the good faith determination of the Board a conflict of interest with the business of Amneal or any of its Subsidiaries;
- (ii) delivering lectures, fulfilling speaking engagements, and any writing or publication relating to his area of expertise; provided, however, that any fees, royalties or honorariums received therefrom shall be promptly turned over to Amneal;
- (iii) engaging in professional organization and program activities;
- (iv) managing his personal passive investments and affairs; and
- (v) participating in charitable or community affairs;

provided that such activities do not materially, individually or in the aggregate, interfere with the performance of his duties and responsibilities under this Agreement or create a conflict of interest with the business of Amneal or any of its Subsidiaries as determined in good faith by the Board. Notwithstanding the foregoing, the Executive shall be permitted to continue to serve on the boards of directors upon which he serves as of the Effective Date, provided, that he takes all reasonably necessary actions to terminate any such service that violates this Section 1.2.3 on or prior to the three-month anniversary of the Effective Date and in the interim, shall cooperate with the Board to limit any interference, conflict or violation.

1.3 Reimbursement of Expenses. Amneal shall reimburse the Executive for all reasonable, documented, out-of-pocket travel and other business expenses incurred by the Executive in the performance of the Executive's duties to Amneal in accordance with Amneal's applicable expense reimbursement policies and procedures as are in effect from time to time. To the extent any such reimbursements (and any other reimbursements of costs and expenses provided for herein) are includable in the Executive's gross income for Federal income tax purposes, all such reimbursements shall be made no later than March 15 of the calendar year next following the calendar year in which the expenses to be reimbursed are incurred.

2. COMPENSATION

2.1 Base Salary. During the Term, the Executive shall be entitled to receive a base salary at the annual rate of \$750,000, subject to increase, or decrease, only if salary decreases are concurrently implemented across the senior executives of Amneal as determined by the Board or the Compensation Committee of the Board from time to time in its discretion, payable in accordance with the payroll practices of Amneal (the "**Base Salary**").

2.2 Incentive Bonuses. During the Term, the Executive shall be eligible to receive an annual bonus targeted at 100% of the Executive's Base Salary (the "**Incentive Bonus**") under the annual incentive program adopted by the Board, as may be amended from time to time. Such bonus shall be paid within 2-1/2 months following the end of the calendar year to which it relates. The amount of Incentive Bonus payable for any year shall be based on the achievement of performance objectives established by the Board, as determined in its discretion, and, based on achievement, may be between zero and 150% of the Executive's Base Salary. The Incentive Bonus will be prorated for the Executive's initial year of employment. The Executive must be employed by Amneal through the date of payment of any Incentive Bonus in order to remain eligible for such Incentive Bonus.

2.3 Equity Awards.

2.3.1 Stock Option Grant. On, or as promptly as practicable following, the Effective Date, but no later than 30 days immediately following the Effective Date, Amneal shall grant to the Executive an option to purchase (the “ **Initial Option** ”) that number of shares of Amneal common stock necessary for the Initial Option to have a grant date fair value of \$3,000,000. The per share exercise price of the Initial Option shall be equal to the per share fair market value of Amneal’s common stock on the date of grant. The Initial Option shall vest and become exercisable with respect to 25% of the total number of shares subject to the Initial Option on each of the first four anniversaries of the Effective Date, subject to the Executive’s continuous service to Amneal through the applicable vesting date. The Initial Option shall otherwise be subject to the terms of the plan pursuant to which it is granted and an award agreement to be entered into between the Executive and Amneal.

2.3.2 Initial Restricted Stock Units. On, or as promptly as practicable following, the Effective Date, but no later than 30 days immediately following the Effective Date, Amneal shall grant to the Executive an award of restricted stock units (the “ **Initial RSUs** ”) having a grant date fair value equal to \$1,500,000. The Initial RSUs will vest in respect of 25% of the total number of Initial RSUs on each of the first four anniversaries of the Effective Date, subject to the Executive’s continuous services to Amneal through the applicable vesting date. The Initial RSUs shall otherwise be subject to the terms of the plan pursuant to which they are granted and an award agreement to be entered into between the Executive and Amneal.

2.3.3 Future Equity Awards. During the term of this Agreement, the Executive will be eligible to receive additional stock options, restricted stock units and other equity incentive grants as determined by the Board in its sole discretion.

2.4 Additional Compensation. During the Term, in addition to the foregoing, the Executive shall be eligible to (i) receive such other compensation as may from time to time be awarded him by the Board or the Compensation Committee of the Board; and (ii) participate and receive compensation from other bonus, incentive, performance awards and similar programs or compensation that is offered to other executives of Amneal.

3. EMPLOYEE BENEFITS

During the Term, the Executive shall be entitled to paid time off generally made available to executive personnel of Amneal and to participate in and have the benefit of all group life, disability, hospital, surgical and major medical insurance plans and programs and other employee benefit plans and programs as generally are made available to executive personnel of Amneal, as such benefit plans or programs may be amended or terminated in the sole discretion of the Board or the Compensation Committee of the Board, from time to time. The Executive shall accrue up to twenty (20) days paid time off each calendar year which will accrue in accordance with the Amneal’s employment policies and procedures, including in respect of any accrual caps.

4. TERMINATION OF EMPLOYMENT

4.1 General. The Executive’s employment under this Agreement may be terminated without any breach of this Agreement only on the following circumstances:

4.1.1 Death. The Executive’s employment under this Agreement shall terminate upon his death.

4.1.2 Disability. If the Executive suffers a Disability (as defined below), the Board may terminate the Executive’s employment under this Agreement upon 30 days prior written notice; provided that the Executive has not returned to full time performance of his duties during such 30-day period. For purposes of this Agreement, “Disability” shall mean the Executive’s inability to perform his duties and responsibilities hereunder, with or without reasonable accommodation, due to any physical or mental illness or incapacity, which condition either (i) has continued for a period of 180 days (including weekends and holidays) in any consecutive 365-day period, or (ii) is projected by the Board in good faith after consulting with a doctor selected by the Board and consented to by the Executive (or, in the event of the Executive’s incapacity, his legal representative), such consent not to be unreasonably withheld, that the condition is likely to continue for a period of at least six consecutive months from its commencement.

4.1.3 Good Reason. The Executive may terminate his employment under this Agreement for Good Reason (as defined below) at any time on or prior to the 60th day after the occurrence of any of the Good Reason events set forth below. For purposes of this Agreement, “ **Good Reason** ” shall mean the occurrence of any of the following events without the Executive’s consent:

(i) any action or inaction by Amneal constituting a material breach of the Agreement by Amneal;

(ii) a material diminution of the authorities, duties or responsibilities of the Executive set forth in Section 1.2 above or a failure to appoint Executive to the Board (other than temporarily while the Executive is physically or mentally incapacitated and unable to properly perform such duties, as determined by the Board in good faith);

(iii) the loss of any of the titles of the Executive with Amneal set forth in Section 1.2 above or a change in the primary office location where Executive provides the majority of his services that is fifty (50) or more miles from the current location, which is 400 Crossing Boulevard, Bridgewater, New Jersey 08807;

(iv) a material reduction by Amneal in the Base Salary or in any of the percentages of the Base Salary payable as an Incentive Bonus, but, except in the case of a reduction following a Change in Control (as defined below), not including a reduction in the Base Salary or in any of the percentages of the Base Salary payable as an Incentive Bonus which is consistent with the reduction in the Base Salary or in any of the percentages of the Base Salary payable as an Incentive Bonus imposed on all senior executives of Amneal;

(v) the assignment to the Executive of duties or responsibilities that are negatively and materially inconsistent with any of his duties and responsibilities set forth in Section 1.2 hereof;

(vi) the delivery by the Board to the Executive of a Non-Renewal Notice in accordance with Section 1.1; or

(vii) a material change in the reporting structure set forth in Section 1.2.1 hereof.

Notwithstanding the foregoing, the Executive shall not be deemed to have Good Reason under this Section 4.1.3 unless, Executive provides written notice to the Board of the occurrence of an event constituting Good Reason within 30 days of its initial occurrence, the Board shall fail to cure such event constituting Good Reason within 30 days following its receipt of such written notice and the Executive's resignation on account of Good Reason is effective within 30 days following the end of the Board's 30-day cure period.

4.1.4 Without Good Reason. The Executive may voluntarily terminate his employment under this Agreement without Good Reason upon written notice by the Executive to the Board at least 60 days prior to the effective date of such termination (which termination the Board may, in its sole discretion, make effective earlier than the date set forth in the Notice of Termination (as defined below)).

4.1.5 Cause. The Board may terminate the Executive's employment under this Agreement at any time for Cause (as defined below). For purposes of this Agreement, termination for "**Cause**" shall mean any of the following as determined in good faith by the Board:

(i) the willful and continued failure by the Executive to substantially perform his obligations under this Agreement (other than any such failure resulting from the Executive's incapacity due to a Disability); provided, however, that the Board shall have provided the Executive with a Notice of Termination specifying such failure and the Executive shall have been afforded at least 15 business days within which to cure same;

(ii) the indictment of the Executive for, or his conviction of or plea of guilty or *nolo contendere* to, a felony or any other crime involving moral turpitude or dishonesty;

(iii) the Executive's willful misconduct in the performance of his duties hereunder (including theft, fraud, embezzlement, and securities law violations);

(iv) the Executive's violation of Amneal's Code of Conduct or other written policies, which is attached hereto as Exhibit A; provided, however, that the Board shall have provided the Executive with a Notice of Termination specifying such failure and the Executive shall have been afforded at least 15 business days within which to cure same; or

(v) the Executive's willful misconduct (including theft, fraud, embezzlement, and securities law violations) that is actually or potentially materially injurious to Amneal or its Subsidiaries in the Board's reasonable business judgment, monetarily or otherwise.

For purposes of this Section 4.1.5, no act or failure to act on the part of the Executive shall be considered "**willful**," unless done, or omitted to be done, without reasonable belief that his action or omission was in, or not opposed to, the best interest of Amneal (including their reputation). Prior to any termination for Cause, the Board shall provide the Executive with a Notice of Termination specifying the event constituting Cause and shall give the Executive the

opportunity to appear before the Board to present his views on the Cause event. If, after such hearing, a majority of the full Board (excluding the Executive) does not support such termination, the Notice of Termination shall be rescinded. After providing the notice in the foregoing sentence, the Board may suspend the Executive with full pay and benefits until a final determination pursuant to this Section has been made.

4.1.6 Without Cause. The Board may terminate the Executive's employment under this Agreement without Cause immediately upon written notice by the Board to the Executive, other than for death or Disability.

4.1.7 Definition of Change in Control. For purposes of this Agreement, a "**Change in Control**" shall be deemed to occur upon any of the following events that occurs after the Closing, provided that such an event constitutes a "change in control event" within the meaning of Section 409A of the Code (as defined below): (a) any "**person**" as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") (other than Amneal, any trustee or other fiduciary holding securities under any employee benefit plan of Amneal, or any company owned, directly or indirectly, by the stockholders of Amneal in substantially the same proportions as their ownership of the equity securities of Amneal), becoming the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of equity securities of Amneal representing more than 50% of the combined voting power of Amneal's then outstanding equity securities; (b) during any period of 12 consecutive months, the individuals who, at the beginning of such period, constitute the Board, and any new director whose election by the Board or nomination for election by Amneal's equity holders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the 12-month period (or the Closing if later than such date) or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the Board; (c) a merger or consolidation of Amneal with any other corporation or other entity, other than a merger or consolidation that would result in the voting securities of Amneal outstanding immediately prior thereto (and held by persons that are not affiliates of the acquirer) continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of Amneal or such surviving entity outstanding immediately after such merger or consolidation; provided, however, that a merger or consolidation effected to implement a recapitalization of Amneal (or similar transaction) in which no person (other than those covered by the exceptions in clause (a) of this Section 4.1.7) acquires more than 50% of the combined voting power of Amneal's then outstanding securities shall not constitute a Change in Control; or (d) the consummation of a sale or other disposition by Amneal of all or substantially all Amneal's assets, including a liquidation, other than the sale or other disposition of all or substantially all of the assets of Amneal to a person or persons who beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding voting securities of Amneal immediately prior to the time of the sale or other disposition. For the avoidance of doubt, the Combination Agreement and the transactions contemplated thereunder shall not constitute a Change in Control under this Agreement.

4.2 Notice of Termination. Any termination of the Executive's employment by Amneal (other than termination by reason of the Executive's death) shall be communicated by written Notice of Termination to the other party of this Agreement. For purposes of this Agreement, a "**Notice of Termination**" shall mean a written notice which shall indicate the specific termination provision in this Agreement relied upon and, other than with respect to a termination pursuant to Section 4.1.6 hereof, shall set forth in reasonable detail the facts and circumstances claimed to provide the basis for such termination.

4.3 Date of Termination. The "**Date of Termination**" shall mean (a) if the termination is the result of the Executive's death, the date of his death, (b) if the termination is pursuant to Section 4.1.2 hereof, 30 days after the Notice of Termination is given (provided that the Executive shall not have returned to the performance of his duties on a full-time basis during such 30-day period), (c) if the termination is pursuant to Section 4.1.3 or Section 4.1.5 hereof, the date specified in the Notice of Termination after the expiration of any applicable cure period, (d) if the termination is pursuant to Section 4.1.4 hereof, the date specified in the Notice of Termination which shall be at least 60 days after the Notice of Termination is given, or such earlier date as the Board shall determine in its sole discretion, and (e) if the termination is pursuant to Section 4.1.6 hereof, the date on which the Notice of Termination is given.

4.4 Compensation Upon Termination.

4.4.1 Termination for Cause or without Good Reason. If the Executive's employment shall be terminated by the Board for Cause or by the Executive without Good Reason, the Executive shall receive from Amneal: (a) any earned but unpaid Base Salary through the Date of Termination, paid in accordance with Amneal's standard payroll practices; (b) reimbursement for any unreimbursed expenses properly incurred and paid in accordance with Section 1.3 hereof through the Date of Termination; (c) payment for any accrued but unused vacation time in accordance with Amneal's policy; (d) all equity awards previously granted to the Executive that have vested in accordance with the terms of such grants; and (e) such vested accrued benefits, and other payments, if any, as to which the Executive (and his eligible dependents) may be entitled under, and in accordance with the terms and conditions of, the employee benefit arrangements, plans and programs of Amneal as of the Date of Termination, other than any severance pay plan (such amounts and benefits set forth in clauses (a) through (e) being referred to hereinafter as the "**Amounts and Benefits**"), and Amneal shall have no further obligation with respect to this Agreement other than as provided in Sections 5, 6.5 and 7 hereof. Any equity awards previously granted to the Executive that have not vested in accordance with the terms of their grants as of the Date of Termination shall be forfeited as of the Date of Termination.

4.4.2 Termination Apart from a Change in Control. If, at any time prior to the expiration of the Term and other than during a Change in Control Period (as defined below), the Executive resigns from his employment hereunder for Good Reason, or the Board terminates the Executive's employment hereunder without Cause, then Amneal shall pay or provide the Executive the Amounts and Benefits and, subject to Section 4.4.5, a severance payment as follows:

(i) an amount equal to two times the Base Salary as then in effect (without taking into account any reduction therein that constitutes a basis for Good Reason), with the aggregate amount due paid in equal installments on Amneal's normal payroll dates for a period of 12 months from the Date of Termination in accordance with the normal payroll practices of Amneal, with each such payment deemed to be a separate payment for the purposes of Section 409A of the Code;

(ii) During the period commencing on the Date of Termination and ending as of the second anniversary of the Date of Termination, or, if earlier, the date on which the Executive becomes eligible for comparable replacement coverage under a subsequent employer's group health plan (in any case, the "**COBRA Period**"), subject to the Executive's valid election to continue healthcare coverage under Section 4980B of the Code and the regulations thereunder, Amneal shall, in its sole discretion, either (A) continue to provide to the Executive and the Executive's dependents, at Amneal's sole expense, or (B) reimburse the Executive and the Executive's dependents for coverage under its group health plan (if any) at the same levels in effect on the Date of Termination; *provided, however*, that if (1) any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the continuation coverage period to be, exempt from the application of Section 409A under Treasury Regulation Section 1.409A-1(a)(5), (2) Amneal is otherwise unable to continue to cover the Executive or the Executive's dependents under its group health plans, or (3) Amneal cannot provide the benefit without violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then, in any such case, an amount equal to each remaining subsidy shall thereafter be paid to the Executive in substantially equal monthly installments over the COBRA Period (or remaining portion thereof); and

(iii) the vesting, and if applicable, exercisability of each outstanding equity award granted to the Executive by Amneal shall accelerate in respect of that number of shares of Amneal common stock (or other equity securities) that would have vested had the Executive's employment with Amneal continued through the first anniversary of the Date of Termination, and any such stock options, notwithstanding any provision to the contrary in the option agreement or the plan pursuant to which the option was granted, shall remain exercisable for a period of 12 months following the Date of Termination or, if earlier, until the original expiration date of the option.

4.4.3 Termination Following Change in Control. Anything contained herein to the contrary notwithstanding, in the event the Executive resigns from his employment hereunder for Good Reason, the Board terminates the Executive's employment hereunder without Cause or Executive's employment terminates by reason of death or Disability, in each case, within the period commencing three months prior to a Change in Control and ending 24 months following the Change in Control (a "**Change in Control Period**"), then, in lieu of any amount otherwise payable pursuant to Section 4.4.2, Amneal shall pay or provide the Executive the Amounts and Benefits and, subject to Section 4.4.5, a severance payment as follows:

(i) an amount equal to the sum of (x) two times the Base Salary as then in effect (without taking into account any reduction therein that constitutes a basis for Good Reason), plus (y) an amount equal to two times the Executive's target Incentive Bonus as then in effect (without taking into account any reduction therein that constitutes a basis for Good Reason), with the aggregate amount due paid in equal installments on Amneal's normal payroll dates for a period of 12 months from the Date of Termination in accordance with the normal payroll practices of Amneal, with each such payment deemed to be a separate payment for the purposes of Section 409A of the Code; provided, however, that all or a portion of the severance payable under this Section 4.4.3(i) shall instead be paid in a lump sum on the 60th day following the date of the Executive's "separation from service" (within the meaning of Section 409A of the Code) to the extent that such lump sum payment would not result in any additional excise tax or tax penalties under Section 409A of the Code;

(ii) During the COBRA Period, subject to the Executive's valid election to continue healthcare coverage under Section 4980B of the Code and the regulations thereunder, Amneal shall, in its sole discretion, either (A) continue to provide to the Executive and the Executive's dependents, at Amneal's sole expense, or (B) reimburse the Executive and the Executive's dependents for coverage under its group health plan (if any) at the same levels in effect on the Date of Termination; *provided, however*, that if (1) any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the continuation coverage period to be, exempt from the application of Section 409A under Treasury Regulation Section 1.409A-1(a)(5), (2) Amneal is otherwise unable to continue to cover the Executive or the Executive's dependents under its group health plans, or (3) Amneal cannot provide the benefit without violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then, in any such case, an amount equal to each remaining subsidy shall thereafter be paid to the Executive in substantially equal monthly installments over the COBRA Period (or remaining portion thereof); and

(iii) The vesting and, if applicable, exercisability of each equity award granted to the Executive by Amneal, including each stock option and restricted stock unit award, shall accelerate in respect of 100% of the shares of Amneal common stock subject thereto effective as of the Date of Termination, and any such stock options, notwithstanding any provision to the contrary in the option agreement or the plan pursuant to which the option was granted, shall remain exercisable for a period of 12 months following the Date of Termination or, if earlier, until the original expiration date of the option.

4.4.5 Termination upon Death. In the event of the Executive's death, Amneal shall pay or provide to the Executive's estate: (i) the Amounts and Benefits and (ii) a pro-rated Incentive Bonus based on actual performance paid at the same time other executives are paid their related bonuses. In addition, (A) all of the then unvested restricted stock and restricted stock units previously granted to the Executive by Amneal shall immediately become vested on the Date of Termination and any underlying shares shall be distributed to the Executive's estate within 60 days of the Date of Termination and (B) the portion of the unvested stock options previously granted to the Executive by Amneal that are scheduled to vest in the calendar year of the Executive's death shall immediately become vested and exercisable. After giving effect to the foregoing, any portion of the stock options that remain unvested on the Executive's death shall be forfeited.

4.4.6 Termination upon Disability. In the event Amneal terminates the Executive's employment hereunder for reason of Disability, Amneal shall pay or provide to the Executive: (i) the Amounts and Benefits, (ii) a pro-rated Incentive Bonus based on actual performance paid at the same time other executives are paid their related bonuses and (iii) medical benefits for six months. In addition, subject to Section 4.4.8, (A) 50% of the unvested restricted stock and restricted stock units previously granted to the Executive by Amneal shall immediately become vested on the Date of Termination and any underlying shares shall be distributed to the Executive subject to Section 4.4.8 and (B) the portion of any unvested stock options previously granted to the Executive by Amneal that are scheduled to vest in the calendar year in which the Date of Termination occurs shall immediately become vested subject to Section 4.4.8. After giving effect to the foregoing, any portion of any restricted shares, restricted stock units and stock options that remain unvested on the certification following the Date of Termination shall be forfeited as of the Date of Termination.

4.4.7 No Mitigation or Offset. The Executive shall not be required to mitigate the amount of any payment provided for in this Section 4.4 by seeking other employment or otherwise, nor shall the amount of any payment provided for in this Section 4.4 be reduced by any compensation earned by the Executive as the result of employment by another employer or business or by profits earned by the Executive from any other source at any time before and after the Date of Termination.

4.4.8 Release. Notwithstanding any provision to the contrary in this Agreement, Amneal's obligation to pay or provide the Executive with the payments and benefits under Sections 4.4.2 and 4.4.3 (other than the Amounts and Benefits), and any accelerated vesting with respect to the equity awards under Section 4.4.3, shall be conditioned on the Executive's execution and failure to revoke a waiver and general release in a form generally consistent with Exhibit B hereto (subject to such changes as may be necessary at the time of execution in order to make such release enforceable) (the "**Release**"). Amneal shall provide the Release to the Executive within seven days following the applicable Date of Termination. In order to receive the payments and benefits under Sections 4.4.2 and 4.4.3 (other than the Amounts and Benefits) and the accelerated vesting with respect to the equity awards under Section 4.4.3, the Executive will be required to execute and deliver the Release within 45 days after the date it is provided to him and not to revoke it within seven days following such execution and delivery. Notwithstanding anything to the contrary contained herein, (i) all payments delayed pursuant to this Section, except to the extent delayed pursuant to Section 8.10.2, shall be paid to the Executive in a lump sum on the first payroll date on or following the 60th day after the Date of Termination, and any remaining payments due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein, with each such payment deemed to be a separate and distinct payment for the purposes of Section 409A of the Code and (ii) all accelerated vesting with respect to the equity awards delayed pursuant to this Section, except to the extent delayed pursuant to Section 8.10.2, shall be effected on the 60th day after the Date of Termination.

5. INSURABILITY; RIGHT TO INSURE

Amneal shall have the right to maintain key man life insurance in its own name covering the Executive's life in an amount of up to \$50,000,000.00. The Executive shall fully cooperate in the procuring of such insurance, including submitting to any required medical examination and by completing, executing and delivering such applications and other instrument in writing as may be reasonably required by any insurance company to which application for insurance may be made by Amneal. Amneal's ability to procure any key man life insurance covering Executive's life shall not be a condition of employment.

6. CONFIDENTIALITY; NON-COMPETITION; NON-SOLICITATION; NON-DISPARAGEMENT; COOPERATION

6.1 Confidential Information. The Parties acknowledge that the services to be performed by the Executive under this Agreement are unique and extraordinary and, as a result of such employment, the Executive shall be in possession of Confidential Information (as defined below) relating to the business practices of Amneal and its Subsidiaries thereof. The term "Confidential Information" shall mean any and all information (oral and written) relating to Amneal and its Subsidiaries or any of their respective activities, or of the clients, customers or business practices of Amneal and its Subsidiaries, other than such information which (i) is generally available to the public or within the relevant trade or industry, other than as the result of breach of the provisions of this Section 6.1, or (ii) the Executive is required to disclose under any applicable laws, regulations or directives of any government agency, tribunal or authority having jurisdiction in the matter or under subpoena or other process of law. Confidential Information includes, but is not limited to, information that the Executive creates, develops, derives, obtains, makes known, or learns about which has commercial value in the business in which Amneal and its Subsidiaries is involved and which is treated by Amneal or its Subsidiaries as confidential, such as trade secrets, ideas, processes, formulas, compounds, compositions, research and clinical data, know-how, discoveries, developments, designs, innovations, plans, strategies, pricing, costs, financial information, employee information, forecasts and current and prospective customer and supplier lists. The Executive shall not, during the Term or at any time thereafter, except as may be required in the course of the performance of his duties hereunder (including pursuant to Section 6.6 below) and except with respect to any litigation or arbitration involving this Agreement, including the enforcement hereof, directly or indirectly, use, communicate, disclose or disseminate to any person, firm or corporation any Confidential Information acquired by the Executive during, or as a result of, his employment with Amneal, without the prior written consent of the Board. Without limiting the foregoing, the Executive understands that the Executive shall be prohibited from misappropriating any trade secret of Amneal or its Subsidiaries or of the clients or customers of Amneal or its Subsidiaries acquired by the Executive during, or as a result of, his employment with Amneal, at any time during or after the Term. Further without limiting the foregoing, as a condition of Executive's employment with Amneal, the Executive shall enter into Amneal's standard Employee Confidentiality, Non-Solicitation and Ownership of Inventions Agreement (the "Proprietary Information Agreement"), attached as Exhibit C. In the event of a conflict between this Agreement and the Proprietary Information Agreement, this Agreement shall control.

6.2 Return of Property. Upon the termination of the Executive's employment for any reason all property of Amneal and its Subsidiaries that is in the possession of the Executive, including all documents, records, drug formulations, notebooks, equipment, price lists, specifications, programs, customer and prospective customer lists and other materials that contain Confidential Information that are in the possession of the Executive, including all copies thereof, shall be promptly returned to Amneal. Anything to the contrary herein notwithstanding, the Executive shall be entitled to retain (i) papers and other materials of a personal nature, including photographs, correspondence, personal diaries, calendars and rolodexes, personal files and phone books, (ii) information showing his compensation or relating to reimbursement of expenses, (iii) information that he reasonably believes may be needed for tax purposes and (iv) copies of plans, programs and agreements relating to his employment, or termination thereof, with Amneal.

6.3 Non-Competition. The Executive acknowledges that the Executive has been provided with Confidential Information and, during the Term, Amneal from time to time will provide Executive with access to Confidential Information. Ancillary to the rights provided to the Executive as set forth in this Agreement, the Executive's continued employment with Amneal during the Term (subject to earlier termination as provided herein), and Amneal's provision of Confidential Information, and the Executive's agreements regarding the use of same, in order to protect the value of any Confidential Information, and in consideration for good and valuable consideration received by the Executive, the Parties agree to the following provisions against unfair competition, which the Executive acknowledges represent a fair balance of Amneal's rights to protect its business and the Executive's right to pursue employment. The Executive hereby agrees that he shall not, during the Term, directly or indirectly, engage or have an interest in, or render any services to, any business (whether as owner, manager, operator, licensor, licensee, lender, partner, stockholder, joint venturer, employee, consultant or otherwise) (such activities hereinafter referred to collectively as "**Engaging**") that competes directly with Amneal or its Subsidiaries. Notwithstanding the foregoing, nothing herein shall prevent the Executive from (i) owning securities in a publicly traded entity whose activities compete with those of Amneal or its Subsidiaries provided that such securities holdings are not greater than five percent of the equity ownership in such entity; (ii) Engaging in the business of the ownership and licensing (as licensor) of trademarks and brands if the products or services carrying such trademarks and brands do not compete with the products or services carrying the trademarks and brands owned and licensed (as licensor) by Amneal or its Subsidiaries, or that Amneal or any of its Subsidiaries is actively planning to own or license (as licensor), during the Term; or (iii) Engaging in an operating company (including ownership of securities of such operating company's holding company) with annual revenues not in excess of \$10,000,000.

6.4 Prohibition on Use of Confidential Information to Solicit Customers and Prospects. During the Executive's employment, the Executive shall not engage in any other employment or activity that might materially interfere with the interests of Amneal or its Subsidiaries. Furthermore, the Executive shall not, except in the furtherance of the Executive's duties hereunder, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, (i) during the Term (except in the good faith performance of his duties) and for a period of 24 months thereafter, solicit, aid or induce any employee, representative or agent of Amneal or its Subsidiaries to leave such employment or retention or to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with Amneal or hire or retain any such employee, representative or agent, or take any action to materially assist or aid any other person, firm, corporation or other entity in identifying, hiring or soliciting any such employee, representative or agent, (ii) during the Term (except in the good faith performance of his duties) and for a period of 12 months thereafter, solicit, aid or induce (or attempt to do any of the foregoing) directly or indirectly, any current or prospective customer of Amneal or its Subsidiaries with whom the Executive in any way dealt with at any time during the last two years of the Executive's employment to purchase goods or services then sold by Amneal or its Subsidiaries from another person, firm, corporation or other entity or assist or aid any other persons or entity in identifying or soliciting any such customer or (iii) during the Term (except in the good faith performance of his duties) and for a period of 24 months thereafter, interfere in any manner with the relationship of Amneal or its Subsidiaries and any of its vendors. An employee, representative or agent shall be deemed covered by this Section while so employed or retained by Amneal or its Subsidiaries and for six months thereafter. Anything to the contrary herein notwithstanding, the following shall not be deemed a violation of this Section 6.4: (a) the Executive's solicitation of the Amneal's customers and/or vendors in connection with, and directly related to, his Engaging in a business that complies with Sections 6.3(ii) or (iii); (b) the Executive's responding to an unsolicited request for an employment reference regarding any former employee of Amneal or its Subsidiaries from such former employee, or from a third party, by providing a reference setting forth his personal views about such former employee; or (c) if an entity with which the Executive is associated hires or engages any employee of Amneal or its Subsidiaries, if the Executive was not, directly or indirectly, involved in hiring or

identifying such person as a potential recruit or assisting in the recruitment of such employee. For purposes hereof, the Executive shall be deemed to have been involved “ **indirectly** ” in soliciting, hiring or identifying an employee only if the Executive (x) directs a third party to solicit or hire the Employee, (y) identifies an employee to a third party as a potential recruit or (z) aids, assists or participates with a third party in soliciting or hiring an employee.

6.5 Non-Disparagement. At no time during or within five years after the Term shall the Executive, directly or indirectly, disparage Amneal or its Subsidiaries or any of Amneal’s or its Subsidiaries past or present employees, directors, products or services. Amneal and its Subsidiaries shall advise their senior officers and the members of the Board not to disparage the Executive during the period. Notwithstanding the foregoing, nothing in this Section 6.5 shall prevent any person from making any truthful statement to the extent (i) necessary to rebut any untrue public statements made about him or her; (ii) necessary with respect to any litigation, arbitration or mediation involving this Agreement and the enforcement thereof; (iii) required by law or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with jurisdiction over such person; or (iv) made as good faith competitive statements in the ordinary course of business.

6.6 Cooperation. Upon the receipt of reasonable notice from Amneal or its legal counsel, the Executive shall, while employed by Amneal and thereafter, respond and provide information with regard to matters of which the Executive has knowledge as a result of the Executive’s employment with Amneal and will provide reasonable assistance to Amneal and its representatives in defense of any claims that may be made against Amneal or its Subsidiaries, and will provide reasonable assistance to Amneal in the prosecution of any claims that may be made by Amneal or its Subsidiaries, to the extent that such claims may relate to matters related to the Executive’s period of employment with Amneal. Any request for such cooperation shall take into account the Executive’s personal and business commitments. The Executive shall promptly inform the Board (to the extent the Executive is legally permitted to do so) if the Executive is asked to assist in any investigation of the Amneal or its Subsidiaries or their actions, regardless of whether a lawsuit or other proceeding has then been filed with respect to such investigation. If the Executive is required to provide any services pursuant to this Section 6.6 following the Term, upon presentation of appropriate documentation, Amneal shall promptly reimburse the Executive for reasonable out-of-pocket travel, lodging, communication and duplication expenses incurred in connection with the performance of such services and in accordance with Amneal’s expense policy for its senior officers (provided that it shall be in Executive’s discretion to travel via first or business class, which costs shall be reimbursable by Amneal), for reasonable legal fees to the extent the Executive in good faith believes that separate legal representation is reasonably required, and for the Executive’s time at a rate equivalent to the Executive’s most recent base salary. The Executive’s entitlement to reimbursement of such costs and expenses, including legal fees, pursuant to this Section 6.6, shall in no way affect the Executive’s rights, if any, to be indemnified and/or advanced expenses in accordance with the Amneal or its Subsidiaries corporate or other organizational documents, any applicable insurance policy, and/or in accordance with this Agreement.

6.7 Remedies and Reformation. Without intending to limit the remedies available to Amneal, the Executive acknowledges that a breach of any of the covenants contained in this Section 6 may result in material and irreparable injury to Amneal for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat Amneal shall be entitled to a temporary restraining order and/or a preliminary or permanent injunction restraining the Executive from engaging in activities prohibited by this Section 6 or such other relief as may be required specifically to enforce any of the covenants in this Section 6. If for any reason it is held that the restrictions under this Section 6 are not reasonable or that consideration therefor is inadequate, such restrictions shall be interpreted or modified to include as much of the duration and scope identified in this Section as will render such restrictions valid and enforceable.

6.8 Violations. In the event of any material violation of the provisions of this Section 6, the Executive acknowledges and agrees that: (a) the post-termination restrictions contained in this Section 6 shall be extended by a period of time equal to the period of such violation, it being the intention of the parties hereto that the running of the applicable post-termination restriction period shall be tolled during any period of such violation; (b) any severance payable which remains unpaid or other benefits yet to be received under Section 4.4.2 or 4.4.3 shall be forfeited by the Executive; and (c) any vested options not exercised as of the date of any violation of the provisions of this Section 6 shall be forfeited.

7. INDEMNIFICATION; DIRECTORS' AND OFFICERS' LIABILITY INSURANCE

During the Term and thereafter, Amneal shall indemnify and hold harmless the Executive and his heirs and representatives as, and to the extent, provided in the applicable Amneal organizational documents, a copy of which will be provided to Executive upon request. In addition, the Executive shall be entitled to enter into a form of indemnification agreement on terms and conditions no less favorable than the indemnification agreement entered into between Amneal and members of the Board. During the Term and for the applicable statute of limitations thereafter, Amneal shall also cover the Executive under its directors' and officers' liability insurance on the same basis as it covers other senior executive officers and directors of Amneal.

8. MISCELLANEOUS

8.1 Notices. All notices or communications hereunder shall be in writing, addressed as follows (or to such other address as either party may have furnished to the other in writing by like notice):

To Amneal:

Amneal Pharmaceuticals LLC
400 Crossing Boulevard, Third Floor
Bridgewater, New Jersey 08807
Facsimile No.: (908) 947-3144
Attn: Sheldon Hirt, Senior Vice President, General Counsel
Email: shirt@amneal.com

To the Executive, at the last address for the Executive on the books of Amneal, which is currently:

All such notices shall be conclusively deemed to be received and shall be effective (i) if sent by hand delivery, upon receipt, (ii) if sent by telecopy or facsimile transmission, upon confirmation of receipt by the sender of such transmission, (iii) if sent by overnight courier, one business day after being sent by overnight courier, or (iv) if sent by registered or certified mail, postage prepaid, return receipt requested, on the fifth day after the day on which such notice is mailed.

8.2 Testing; Verification. As a condition of the Executive's employment with Amneal, the Executive will be required to successfully complete Amneal's standard onboarding procedures, including any background check and drug testing, the cost of which shall be paid by Amneal. In addition, to comply with Department of Homeland Security, the Executive will be required to provide verification of the Executive's identity and legal right to work in the United States and must complete a Form I-9 within the first three (3) days of the Closing. Amneal shall notify the Executive of the identity of a clinic for drug testing that is local to the Executive, and the Executive hereby agrees to schedule an appointment with such clinic within forty-eight (48) hours of the date of this Agreement. In the event the Executive fails any such tests or such verification, which cannot be sufficiently explained by Executive or is not remedied or corrected by a subsequent test or verification at Employee's expense, then Amneal shall have the right to terminate this Agreement for Cause under this Agreement.

8.3 Severability. Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8.4 Binding Effect; Benefits. The Executive may not delegate his duties or assign his rights hereunder. Except as explicitly provided in the Agreement, no rights or obligations of Amneal under this Agreement may be assigned or transferred by Amneal other than pursuant to a merger or consolidation in which Amneal is not the continuing entity, or a sale, liquidation or other disposition of all or substantially all of the assets of Amneal, provided that the assignee or transferee is the successor to all or substantially all of the assets or businesses of Amneal and assumes the liabilities, obligations and duties of Amneal under this Agreement, either contractually or by operation of law. Amneal further agrees that, in the event of any disposition of its business and assets described in the preceding sentence, they shall use their best efforts to cause such assignee or transferee expressly to assume the liabilities, obligations and duties of Amneal hereunder. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, successors and permitted assigns.

8.5 Entire Agreement. This Agreement, collectively with the Exhibits hereto and the Proprietary Information Agreement, represents the entire agreement of the Parties with respect to the subject matter hereof and shall supersede any and all previous contracts, arrangements, proposed terms or understandings between the Parties. In addition, this Agreement shall supersede the employment agreement between the Executive and Impax as of the execution of this Agreement by Amneal and Executive, and the Executive agrees to execute such documents as reasonably determined necessary or appropriate to affect such supersession without triggering any severance under such employment agreement. This Agreement (including any of the Exhibits hereto) may be amended, modified or replaced at any time by mutual written agreement of the Parties. In the case of any conflict between any express term of this Agreement and any statement contained in any plan, program, arrangement, employment manual, memorandum or rule of general applicability of the Amneal, this Agreement shall control.

8.6 Withholding. The payment of any amount pursuant to this Agreement shall be subject to applicable withholding and payroll taxes, and such other deductions as may be required by applicable law.

8.7 Governing Law. This Agreement and the performance of the parties hereunder shall be governed by the internal laws (and not the law of conflicts) of the State of New Jersey.

8.8 Arbitration. Any dispute or controversy, including, but not limited to, discrimination claims and claims involving a class, arising under or in connection with this Agreement or the Executive's employment with Amneal, other than injunctive relief under Section 6.7 hereof, shall be settled exclusively by arbitration, conducted before a single arbitrator in New Jersey (applying New Jersey law) in accordance with the Commercial Arbitration Rules and Procedures of the American Arbitration Association then in effect.

The decision of the arbitrator will be final and binding upon the parties hereto. Judgment may be entered on the arbitrator's award in any court having jurisdiction. The parties acknowledge and agree that in connection with any such arbitration and regardless of outcome (a) each party shall pay all its own costs and expenses, including without limitation its own legal fees and expenses, and (b) joint expenses shall be borne equally among the parties. EACH PARTY WAIVES RIGHT TO TRIAL BY JURY.

8.9 Section 409A of the Code.

8.9.1 General. It is intended that the provisions of this Agreement comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**") and the regulations and guidance promulgated thereunder (collectively "**Code Section 409A**"), and all provisions of this Agreement shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Code Section 409A. If any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause the Executive to incur any additional tax or interest under Code Section 409A, Amneal shall, upon the specific request of the Executive, use its reasonable business efforts to in good faith reform such provision to comply with Code Section 409A; provided, that to the maximum extent practicable, the original intent and economic benefit to the Parties of the applicable provision shall be maintained. Amneal shall timely use its reasonable business efforts to amend any plan or program in which the Executive participates to bring it in compliance with Code Section 409A.

8.9.2 Separation from Service; Six-Month Delay. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "**Separation from Service**" within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a "**resignation**," "**termination**," "**termination of employment**" or like terms shall mean Separation from Service. If the Executive is deemed on the Date of Termination to be a "**specified employee**," within the meaning of that term under Section (a)(2)(B) of Code Section 409A ("**Code Section 409(a)(2)(B)**") and using the identification methodology selected by Amneal, from time to time, or if none, the default methodology, then with regard to any payment, the providing of any benefit or any distribution of equity made subject to this Section 8.10.2, to the extent required to be delayed in compliance with Code Section 409A(a)(2)(B), and any other payment, the provision of any other benefit or any other distribution of equity that is required to be delayed in compliance with Code Section 409A(a)(2)(B), such payment, benefit or distribution shall not be made or provided prior to the earlier of (i) the expiration of the six-month period measured from the date of the Executive's Separation from Service or

(ii) the date of the Executive's death. On the first day of the seventh month following the date of the Executive's Separation from Service or, if earlier, on the date of his death, (x) all payments delayed pursuant to this Section 8.10.2 (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein and (y) all distributions of equity delayed pursuant to this Section 8.10.2 shall be made to the Executive. In addition to the foregoing, to the extent required by Code Section 409A(a)(2)(B), prior to the occurrence of both a Disability termination as provided in Section 4.1.2 hereof and the Executive's becoming "disabled" under Code Section 409A, the payment of any compensation to the Executive under this Agreement shall be suspended for a period of six months commencing at such time that the Executive shall be deemed to have had a Separation from Service because either (A) a sick leave ceases to be a bona fide sick leave of absence, or (B) the permitted time period for a sick leave of absence expires (an "SFS Disability"), without regard to whether such SFS Disability actually results in a Disability termination. Promptly following the expiration of such six-month period, all compensation suspended pursuant to the foregoing sentence (whether it would have otherwise been payable in a single sum or in installments in the absence of such suspension) shall be paid or reimbursed to the Executive in a lump sum. On any delayed payment date under this Section 8.10.2, there shall be paid to the Executive or, if the Executive has died, to his estate, in a single cash lump sum together with the payment of such delayed payment, interest on the aggregate amount of such delayed payment at the Delayed Payment Interest Rate (as defined below) computed from the date on which such delayed payment otherwise would have been made to the Executive until the date paid. For purposes of the foregoing, the "Delayed Payment Interest Rate" shall mean the prime interest rate as reported in *The Wall Street Journal* as of the business day immediately preceding the payment date for the applicable delayed payment.

8.9.3 Expense Reimbursement. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Code Section 409A, (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, provided that the foregoing clause (ii) shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Internal Revenue Code and the regulations and guidance promulgated thereunder solely because such expenses are subject to a limit related to the period the arrangement is in effect and (iii) such payments shall be made on or before the last day of the Executive's taxable year following the taxable year in which the expense was incurred.

8.10 Survivorship. Except as otherwise expressly set forth in this Agreement, upon the expiration of the Term, the respective rights and obligations of the parties shall survive such expiration to the extent necessary to carry out the intentions of the parties as embodied in this Agreement. This Agreement shall continue in effect until there are no further rights or obligations of the parties outstanding hereunder and shall not be terminated by either party without the express prior written consent of both parties.

8.11 Counterparts. This Agreement may be executed in counterparts (including by electronic transmission) which, when taken together, shall constitute one and the same agreement of the parties.

8.12 Amneal Representations. As of the Effective Date, Amneal represents and warrants to the Executive that (i) the execution, delivery and performance of this Agreement (and the agreements referred to herein) by Amneal has been fully and validly authorized by all necessary corporate action, (ii) the officer or director signing this Agreement on behalf of Amneal is duly authorized to do so, (iii) the execution, delivery and performance of this Agreement does not violate any applicable law, regulation, order, judgment or decree or any agreement, plan or corporate governance document to which Amneal is a party or by which it is bound; and (iv) upon execution and delivery of this Agreement by the Executive and Amneal, it shall be a valid and binding obligation of Amneal enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

[Signature Page Follows]

IN WITNESS WHEREOF, Amneal has caused this Agreement to be duly executed and the Executive has hereunto set his hand, as of the date first set forth above.

Amneal Pharmaceuticals, Inc.

By: /s/ Bryan Reasons

Name: Bryan Reasons

Title: Chief Financial Officer

/s/ Paul M. Bisaro

Paul M. Bisaro

Signature Page to Employment Agreement

Exhibit A

AMNEAL'S CODE OF CONDUCT

**Amneal Pharmaceuticals LLC, and
Subsidiaries**

Code of Conduct

Dear Colleagues:

Our success is grounded in our belief that the world is our family and we are forever accountable to the people who use our products, to our partners and colleagues, and most importantly, to each other. Included in this belief and accountability is our expectation that all of us adhere to the highest standards of integrity and ethics in everything we do.

This Code of Conduct is an essential tool to maintaining trust and accountability by guiding our actions. The Code is neither a comprehensive resource nor a substitute for sound judgment; it is an ethical guideline intended to drive integrity throughout Amneal. While words matter, our actions matter more. We must incorporate the specific content and the intent of these guidelines into our daily actions as we deliver on our commitments to each other, our customers, our business partners and the communities where we do business. Please read this Code carefully and understand its content. You are responsible for incorporating it into your daily activities. If you have questions or see violations speak to Human Resources or Legal Department to get answers. Thank you for your continued support in this critical endeavor.

Sincerely yours,
Chirag Patel, Co-CEO
Chintu Patel, Co-CEO

Purpose of the Amneal Code of Conduct

Amneal is built upon a foundation of the highest ethical standards. Our Code provides ethical guidelines as a framework for our actions and to promote:

- honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- full, fair, accurate, timely, and understandable disclosure in reports and documents we file with regulatory agencies and in our other public communications;
- compliance with applicable laws, rules, and regulations;
- the prompt internal reporting of violations of this Code; and
- accountability for adherence to this Code.

Our Code applies to everyone at Amneal, including its directors, officers, and employees of Amneal, and its subsidiaries, as well as business partners and contractors who perform work on our behalf. This Code should guide your conduct in the course of our business. The principles described in this Code are general in nature and do not cover every situation that may arise. Use common sense and good judgment in applying this Code. If you have any questions about applying the Code, it is your responsibility to seek guidance. This Code is not the exclusive source of guidance and information regarding the conduct of our business. You should consult applicable policies and procedures in specific areas as they apply.

You should not hesitate to ask questions about whether any conduct may violate the Code. In addition, you should be alert to possible violations of the Code by others and report suspected violations, without fear of any form of retaliation. Any employee who violates the standards in the Code may be subject to disciplinary action up to and including termination of employment and, in appropriate cases, civil legal action or referral for regulatory or criminal prosecution.

Our Responsibilities

As an Amneal employee, you are expected to comply with both the content and the intent of our Code. This means you must understand and comply with all of our policies, laws and regulations that apply to your job, even if you feel pressured to do otherwise. Our Code also requires you to seek guidance if you have questions or concerns and to cooperate fully in any investigation of suspected violations of the Code that may arise in the course of your employment. Periodically, you may be asked to provide a written certification that you have reviewed and understand Amneal's Code of Conduct, comply with its standards, and are not personally aware of any violations of the Code by others. This certification is your pledge to live up to our Code and its expectations and to promptly raise concerns about any situation that you think may violate our Code. Employees who violate our Code put themselves, fellow employees, or Amneal at risk and are subjected to disciplinary action up to and including termination of employment.

Product quality

Amneal is committed to maintaining high quality of products. All employees must comply with all applicable laws and regulations regarding our research, development, manufacturing and distribution activities, including Good Clinical Practices, Good Manufacturing Practices, and Good Laboratory Practices, among other practices.

Safety

Each of us has a responsibility to report adverse events associated with our products. If you learn of an adverse event whether during work time or outside of office hours, you must, within 24 hours, report this information to the Drug Safety Department.

Making Good Decisions

In addition to complying with the requirements contained in Amneal policies, in specific situations, before taking any action each employee should consider the following questions, and unless the answer to each question is "YES", the action should not be taken:

- Is this action legal, ethical, and socially responsible?
- Does this action comply with both content and the intent of our Code?
- Will this action appear appropriate?
- Is it clear that Amneal would not be embarrassed or compromised if this action were to become known within Amneal or publicly?

Following Laws and Regulations

It is Amneal's policy to follow all laws and regulations in the countries and communities in which we conduct business. As we manufacture and sell our products across the United States and globally, this Code provides only an overview of our general principles. As an Amneal employee you are responsible to know the local policies of the facility at which you work and applicable local laws.

Asking Questions and Reporting Concerns

If you know of or suspect a violation of applicable laws or regulations, this Code, or Amneal's related policies, you have an obligation to immediately report it to the Human Resources or Legal Department.

Commitment to Non-Retaliation

Amneal prohibits retaliation, in any form, against anyone who, in good faith, reports violations or suspected violations of this Code, company policy, or applicable law, or who assists in the investigation of a reported violation. Acts of retaliation should be reported immediately to Human Resources or Legal Department.

Complying with the Code of Conduct

To maintain the highest standards of integrity, we must dedicate ourselves to complying with our Code, company policies and procedures and applicable laws and regulations. Violations of our Code not only damage Amneal's standing in the communities we serve—they may also be illegal. Employees involved in violating our Code will likely face negative consequences. Amneal will take the appropriate disciplinary action in response to each case, up to and including termination. In addition, employees involved may be subject to government fines or criminal or civil liability.

Discrimination

Having a diverse workforce—made up of team members who bring a wide variety of skills, abilities, experiences and perspectives—is essential to our success. We embrace diversity of ethnicity, gender, generation, geography and thought. We are committed to the principles of equal employment opportunity, inclusion and respect. All employment-related decisions must be based on company needs, job requirements and individual qualifications. We do not tolerate discrimination against anyone—team members, customers, business partners or other stakeholders—on the basis of race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, or protected veteran status, marital status or any other characteristic protected by local, state, or federal laws, rules, or regulations or any other status protected by the laws or regulations in the locations where we operate. We comply with laws regarding employment of immigrants and noncitizens and provide equal employment opportunity to everyone who is legally authorized to work in the applicable country. We provide reasonable accommodations to individuals with disabilities and remove any artificial barriers to success. Report suspected discrimination right away to Human Resources or Legal Department and never retaliate against anyone who raises a good faith belief that unlawful discrimination has occurred.

Harassment

Every employee has a right to a work environment free from harassment, regardless of whether the harasser is a co-worker, supervisor, manager, customer, vendor or visitor. Harassment can include any behavior (verbal, visual or physical) that creates an intimidating, offensive, abusive or hostile work environment, or unwelcome conduct, whether verbal, physical or visual that is based on gender, race, color, religion or any other legally protected classification or sexual harassment of a person of the same or opposite sex of the harasser. Harassment is strictly prohibited. As is the case with any violation of the Code, you have a responsibility to report any harassing behavior or condition regardless of if you are directly involved or just a witness. Retaliation for making a good faith complaint or for assisting in the investigation of a discrimination or harassment complaint is prohibited. Report the offending conduct to the Human Resources or the Legal Department.

Workplace Safety and Violence Prevention

Amneal strives to provide a safe and healthy workplace for employees, customers and visitors to all of our sites. All managers have responsibility for ensuring proper safety and health conditions for their employees. Management is committed to maintaining industry standards in all areas of employee safety and health, including industrial hygiene and safety. To support this commitment, employees are responsible for observing all safety and health rules, practices and laws that apply to their jobs, and for taking precautions necessary to protect themselves, their co-workers and visitors including wearing personal protective equipment and apparel as required. Employees are also responsible for immediately reporting accidents, injuries, occupational illnesses and unsafe practices or conditions to their supervisor. Threats, acts of violence and physical intimidation are strictly prohibited. Possession of weapons on the job or at any Amneal site is also strictly prohibited. As is the case with any violation of the Code, employees have a responsibility to report any unsafe behavior or condition regardless of whether they are directly involved or a witness.

Physical Assets and Resources

All employees must protect Amneal assets, such as laptops, telephones, mobile devices, IT networking resources, equipment, inventory, supplies, cash and business information. Treat company assets with the same care you would if they were your own. Use Amneal resources only to conduct company business. No employee may commit theft, fraud or embezzlement, or misuse company property for any reason. Use of these resources, whether in the office or at home, is not private. Amneal may monitor individual use of network services, including email and visits to specific websites, as permitted by law.

Substance Abuse

Amneal requires employees to work free from the influence of any substance, including drugs and alcohol, preventing them from conducting work activities safely and effectively. Amneal reserves the right to have any employee tested if there is a reasonable suspicion that he or she is under the influence of drugs or alcohol. If you are using prescription or non-prescription drugs that may impair alertness or judgment, or witness an employee impaired and therefore possibly jeopardizing the safety of others or Amneal's business interests, you should report it immediately. If you have a problem related to alcohol or drugs, you are encouraged to seek assistance from programs which Amneal may offer and/or other qualified professionals.

Proprietary and Confidential Information

One of our most important assets is Amneal's confidential information. As an employee of Amneal, you may learn of information about Amneal that is confidential and proprietary. You also may learn of information before that information is released to the general public. Employees who have received or have access to confidential information should take extreme care to keep this information confidential. Confidential information includes non-public information that might be of use to competitors or harmful to Amneal or its customers if disclosed, including but not limited to, business, marketing plans or activities, financial information, research and development activities, product pipeline, regulatory strategy, litigation strategy, manufacturing strategy, product lists, engineering and manufacturing ideas, designs, databases, customer lists, pricing strategies, personnel data, personally identifiable information pertaining to our employees, customers or other individuals (including, for example, names, addresses, telephone numbers and social security numbers), and similar types of information provided to us by our customers, suppliers and partners. You are expected to keep confidential and proprietary information confidential unless and until that information is released to the public through approved channels (usually through a press release or a formal communication from a member of senior management). Every employee has a duty to refrain from disclosing to any person confidential or proprietary information about us or any other company learned in the course of employment here, until that information is disclosed to the public through approved channels. You should also take care not to inadvertently disclose confidential information. Materials that contain confidential information, such as memos, notebooks, computer disks and laptop computers, should be stored securely. Unauthorized posting or discussion of any information concerning our business, information or prospects on the internet is prohibited. You may not discuss our business, information or prospects in any chat room, regardless of whether you use your own name or a pseudonym. All company emails, voicemails and other communications are presumed confidential, are company property and should not be forwarded or otherwise disseminated outside of Amneal, except where required for legitimate business purposes. The obligation to protect confidential information of Amneal continues even after cessation of employment.

Protecting Customer/Third Party Information

Keeping customer information secure and using it appropriately is a top priority for Amneal. We must safeguard any confidential information shared with us by customers or third parties. We must also ensure that such information is used only for the reasons for which the information was gathered, unless further use is allowed by law. Customer or third party information includes any information about a specific customer/third party, including such things as name, address, phone numbers, financial information, etc. We do not disclose any information about a third party without first obtaining written approval, unless required by law or regulation (e.g. a court-issued subpoena).

Intellectual Property and Protecting IP

As an employee, the work product you create for Amneal belongs to Amneal. This work product includes but is not limited to inventions, discoveries, ideas, trade secrets, know-how, improvements, software programs, artwork, and works of authorship. This work product is Amneal's property (it does not belong to individuals) if it is created or developed, in whole or in part, on company time, as part of your duties or through the use of company resources or information. Additionally, to ensure that Amneal receives the benefit of work done by outside consultants, it is essential that an appropriate agreement be in place before any work begins with third parties.

We value new product or process for the preparation of the same and business ideas, concepts, and other information that we produce. When we do not identify or otherwise protect this intellectual property, Amneal risks losing rights to it and the competitive advantages it offers. It is incumbent upon you to protect our intellectual property from illegal or other misuse by making sure it is affixed with or identified by appropriate trademark, service mark, copyright notice, confidential marking or patent marking (if applicable). Be sure to disclose to management any innovation developed on company time or using company information or resources, so that Amneal can decide whether to seek formal protection. Additionally, we must avoid infringing on the IP rights of others. Please remember not to:

- disclose non-public intellectual property inappropriately or without approval from the Legal Department;
- use company resources or time to create or invent something unrelated to our business;
- use a previous employer's intellectual property without that company's permission;
- make unauthorized copies of software or licensed or confidential information;
- copy magazine/journal articles or other publications, unless you have explicit authority to do so;
- affix the trademark of another company to goods without proper authorization; and
- hire a competitor's employee to obtain that competitor's trade secrets.

Antitrust and Fair Competition

It is our policy that all directors, officers, and employees comply with all antitrust and competition laws. International, Federal and State antitrust and competition laws prohibit efforts and actions to restrain or limit competition between companies that otherwise would be competing for business in the marketplace. You must be particularly careful when you interact with any employees or representatives of Amneal's competitors. You should use extreme care to avoid any improper discussions with our competitors, especially at trade association meetings or other industry or trade events where competitors may interact. Under no circumstances should you discuss customer information, prospects, pricing, or other business terms with any employees or representatives of our competitors. If you are not careful, you could potentially violate antitrust and/or competition laws if you discuss or make an agreement with a competitor regarding:

- prices or pricing strategy;
- discounts;
- terms of our customer relationships;
- sales policies or sales practices;
- marketing plans;
- customer selection;
- allocating customers or market areas; or
- contract terms and contracting strategies.

Agreements with competitors do not need to be written in order to violate applicable antitrust and competition laws. Informal, verbal, or implicit understandings (e.g. knowing winks) are also violations. Antitrust violations in the U.S. may be prosecuted civilly or criminally (as felonies) and can result in severe penalties for Amneal and any associate or other person who participates in a violation (e.g. the incarceration of an employee). As with all aspects of this Code, should you have questions about this you should contact the Legal Department.

Honest Advertising and Marketing

It is Amneal's policy to comply with all laws and regulations governing the sales and marketing of our products throughout the world. It is our responsibility to accurately represent Amneal and our products in our marketing, advertising and sales materials. It is Amneal's policy to advertise and promote its products only through programs and materials that have been formally approved by the Company to ensure compliance with applicable country, state and/or local laws and regulations. No employee is permitted to give unauthorized discounts, rebates, concessions, commissions or incentives, or bribes or other payments to obtain or retain business.

Anti-Money Laundering

Money laundering is a global problem with far-reaching and serious consequences. Money laundering is defined as the process of converting illegal proceeds so that funds are made to appear legitimate, and it is not limited to cash transactions. Complex commercial transactions may hide financing for criminal activity such as terrorism, illegal narcotics trade, bribery, and fraud. Involvement in such activities undermines our integrity, damages our reputation and can expose Amneal and individuals to severe sanctions. Amneal forbids knowingly engaging in transactions that facilitate money laundering or result in unlawful diversion. Anti-money laundering laws of the United States and other countries and international organizations require transparency of payments and the identity of all parties to transactions.

Anti-corruption/Anti-bribery

The United States and many other countries have laws that prohibit bribery, kickbacks, and other improper payments. No Amneal employee, officer, agent, or independent contractor acting on our behalf may offer or provide bribes or other improper benefits in order to obtain business or an unfair advantage. A bribe is defined as directly or indirectly offering anything of value (e.g., gifts, money, or promises) to influence or induce action, or to secure an improper advantage. The Foreign Corrupt Practices Act and other U.S. laws prohibit payment of any money or anything of value to a foreign official, foreign political party (or official thereof), or any candidate for foreign political office for the purposes of directing, obtaining or retaining business. We expect all employees, officers, agents, and independent contractors acting on behalf of Amneal to strictly abide by these laws. All employees are required to comply strictly with the United States Foreign Corrupt Practices Act (the "FCPA"). In essence, no employee shall make or promise to make, directly or indirectly, any payment of money or object of value to any foreign official of a government, political party, or a candidate for political office for the purpose of inducing or influencing actions in any way to assist Amneal in obtaining or retaining business for or with Amneal. A bribe is giving anything of value that would improperly influence or appear to improperly influence the outcome of a transaction. "Anything of value" is very broadly defined and can include such things as:

- cash;
- gifts;
- meals;
- entertainment;
- travel and lodging;
- personal services;
- charitable donations;
- business opportunities;
- favors; and
- offers of employment.

Gifts and Entertainment

Gifts and entertainment can create goodwill in our business relationships, but can also make it hard to be objective about the person providing them. Our choice of suppliers, vendors and partners must be based on objective factors like quality, cost, value, service and ability to deliver. We must avoid even the appearance of making business decisions based on gifts received through these relationships. Giving or accepting gifts of infrequent nominal value, as defined in local policy, are acceptable. Infrequent business entertainment is appropriate provided it's not excessive and it does not create the appearance of impropriety or an actual conflict of interest. When giving gifts or offering to entertain a business partner, ensure that your offer does not violate the recipient's own policies. If you work with public officials, be aware that even simple offers such as purchasing a meal or refreshments may be unacceptable or even against the law. Always contact the Legal Department before providing any gift or entertainment to a public official.

Trade Compliance

We comply with all United States federal import and export laws and regulations. These laws restrict transfers, exports, and sales of products or technical data from the United States to certain prescribed countries and persons as well as re-export of certain items from one non-U.S. location to another. Many countries in which we operate have similar laws and regulations. If you are involved in importing and exporting goods and data, you are responsible for knowing and following these laws.

Government Customers/Contracting

When doing business with federal, state, or local governments, we must ensure that all statements and representations to government procurement officials are accurate and truthful, including costs and other financial data. If your assignment directly involves working with the government, or if you are responsible for someone working with the government on behalf of Amneal, be alert to the special rules and regulations applicable to our government customers. Additional steps should be taken to understand and comply with these requirements. Any conduct that could appear improper must be avoided when dealing with government officials and employees. Payments, gifts, or other favors given to a government official or employee are strictly prohibited as it may appear to be a means of influence or a bribe. Failure to avoid these activities may expose the government agency, the government employee, Amneal, and you to substantial fines and penalties. For these reasons, any sale of our products or services to any federal, state, or local government entity must be in accordance with Amneal policies.

Maintain Accurate Financial Records/Internal Accounting Controls

Accurate and reliable records are crucial to our business. We are committed to maintaining accurate company records and accounts in order to ensure legal and ethical business practices and to prevent fraudulent activities. We are responsible for helping ensure that the information we record, process, and analyze is accurate, and recorded in accordance with applicable accounting or legal principles. We also need to ensure that it is made secure and readily available to those with a need to know on a timely basis. Company records include sales information, payroll, timecards, travel and expense reports, e-mails, accounting and financial data, measurement and performance records, electronic data files and all other records maintained in the ordinary course of our business. All company records must be complete, accurate, and reliable in all material respects. There is never a reason to make false or misleading entries. Undisclosed or unrecorded funds, payments, or receipts are inconsistent with our business practices and are strictly prohibited.

Avoiding Conflicts of Interest

We have an obligation to make sound business decisions in the best interests of Amneal without the influence of personal interests or gain. Amneal requires you to avoid any conflict, or even the appearance of a conflict, between your personal interests and the interests of Amneal. A conflict exists when your interests, duties, obligations or activities, or those of a family member or close friend are, or may be, in conflict or incompatible with the interests of Amneal. Should any business or personal conflict of interest arise, or even appear to arise, you should disclose it immediately to the Human Resources or Legal Department for review. In some instances, disclosure may not be sufficient and we may require that the conduct be stopped or that actions taken be reversed where possible. As it is impossible to describe every potential conflict, we rely on you to exercise sound judgment, to seek advice when

appropriate, and to adhere to the highest standards of integrity. Every employee, officer, and director of Amneal is expected to act in the best interests of Amneal and to protect our reputation from any conflicts. We should also be sensitive to even the appearance of a conflict. This means that employees, officers, and directors should avoid any investment, interest, association, or activity that may cause others to doubt their or Amneal's fairness or integrity, or that may interfere with their ability to perform job duties objectively and effectively. Many potential conflicts of interest can be prevented or remedied by making full disclosure of the situation to your supervisor and functional leader. Our supervisors and leaders are responsible to ensure that Amneal's interests are protected from conflicts of interest. The following activities could represent conflicts of interest:

- owning, directly or indirectly, a significant financial interest in any entity that does business, seeks to do business, or competes with Amneal;
- holding a second job that interferes with your ability to do your regular job;
- employing, consulting, or serving on the board of a vendor, competitor, customer, supplier, or other service provider;
- hiring a vendor, supplier, distributor, or other agent managed or owned by a relative or close friend;
- soliciting or accepting any cash, gifts, entertainment, or benefits that are more than modest, as defined or described in local policies, in value from any vendor, competitor, supplier, or customer; and
- taking personal advantage of corporate opportunities.

Insider Trading

You are prohibited from trading or enabling others to trade stock of another company such as a customer, supplier, competitor, potential acquisition or alliance partner while in possession of material nonpublic information ("Material Information") about that company. Material Information is any information that an investor might consider important in deciding whether to buy, sell, or hold securities. Information is considered non-public if it has not been adequately disclosed to the public. All non-public information about Amneal or about companies with which we do business is considered confidential information. To use Material Information in connection with buying or selling securities, including tipping others who might make an investment decision on the basis of this information, is not only unethical, it is illegal. We must exercise the utmost care when handling Material Information. At times we may receive confidential information before it is made publicly available to ordinary investors of other companies. Some of that information may be considered significant or material, and could be important to an investor deciding to buy, sell or hold securities.

Relationships with Regulators

Given the highly regulated environment in which we operate, we must be vigilant in meeting our responsibilities to comply with relevant laws and regulations. We expect full cooperation of our employees with our regulators and to respond to their requests for information in an appropriate and timely manner. You should be alert to any changes in the law or new requirements that may affect our business and be aware that new products or services may be subject to special legal and/or regulatory requirements. If you become aware of any significant regulatory or legal concern, you must immediately bring them to the attention of our functional leader and the Legal Department. We are committed to maintaining an open, constructive and professional relationship with regulators on matters of regulatory policy, submissions, compliance, and product performance.

Communicating with External Parties

Amneal employees are not authorized to speak with the media, investors, and analysts on behalf of Amneal unless authorized by Laurene Isip, Senior Director Corporate Communications. Unless specifically authorized, do not give the impression that you are speaking on behalf of Amneal in any communication that may become public. This includes posts to online forums, social media sites, blogs, chat rooms, and bulletin boards. This policy also applies to comments to journalists about specific matters that relate to our business, as well as letters to the editor and endorsements of products or services.

Exhibit B

(To be signed on or within 45 days after termination. Please do not sign before the date of termination.)

RELEASE AGREEMENT (Age 40 or Older)

In exchange for my receipt of the severance payments and benefits set forth in Sections 4.4.2 and 4.4.3 of my Employment Agreement, dated May 4, 2018 (as amended, my “ **Employment Agreement** ”), with Amneal Pharmaceuticals, Inc. (“ **Amneal** ”), and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, I do hereby release and forever discharge the “ Releasees ” hereunder, consisting of Amneal and its Subsidiaries (as defined below), and, in their capacity as such, each of their predecessors, successors, partners, directors, officers, employees, attorneys and agents, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, losses, costs, attorneys’ fees or expenses, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called “ Claims ”), which I now have or have ever had against the Releasees, or any of them, by reason of any matter, cause, or thing whatsoever from the beginning of time to the date I sign this Release Agreement. The Claims released herein include, but are not limited to: (1) all claims arising out of or in any way related to my service or employment relationship with any of the Releasees or the termination of that relationship; (2) all claims related to my compensation or benefits from the any of the Releasees, including salary, bonuses, commissions, Paid Time Off, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership interests in Amneal or its Subsidiaries (collectively, the “ **Group Entities** ”); (3) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (4) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (5) all federal, state, and local statutory claims, including (without limitation) claims for discrimination, harassment, retaliation, attorneys’ fees, and other claims arising under the Age Discrimination in Employment Act, as amended (the “ **ADEA** ”); Title VII of the Civil Rights Act of 1964, as amended; the Equal Pay Act; the Civil Rights Act of 1866; the Family and Medical Leave Act of 1993, as amended; the Americans with Disabilities Act of 1990, as amended; the False Claims Act, as amended; the Employee Retirement Income Security Act, as amended; the Fair Labor Standards Act, as amended; the Sarbanes-Oxley Act of 2002; the Worker Adjustment Notification and Retraining Act; the New Jersey Law Against Discrimination; the New Jersey Conscientious Employee Protection Act; the New Jersey Family Leave Act; the New Jersey Wage Payment Law; the New Jersey Wage and Hour Law; the New Jersey Equal Pay Act; and retaliation claims under the New Jersey Workers’ Compensation Law. For purposes of this Release Agreement, the term Subsidiary shall mean any entity with voting equity securities that is more than 50% controlled by Amneal as the parent company or the holding company.

Notwithstanding the foregoing, this Release Agreement shall not be construed in any way to release any Claim (i) to payments and benefits under Section 4.4.2 and 4.4.3 of my Employment Agreement, (ii) to accrued or vested benefits I may have, if any, as of the date hereof under any applicable plan, policy, practice, program, contract or agreement with any Group Entity, (iii) for indemnification and/or advancement of expenses, arising under any indemnification agreement between me and any Group Entity or under the bylaws, certificate of incorporation or other similar governing document of any Group Entity, (iv) to any rights or benefits that may not be waived pursuant to applicable law, including, without limitation, any right to unemployment insurance benefits, or (v) to my right to communicate directly with, cooperate with, or provide information to, any federal, state or local government regulator.

For the avoidance of doubt, nothing in this Release will be construed to prohibit me from filing a charge with, reporting possible violations to, or participating or cooperating with any governmental agency or entity, including but not limited to the EEOC, the Department of Justice, the Securities and Exchange Commission, the National Labor Relations Board, Congress, or any agency Inspector General, or making other disclosures that are protected under the whistleblower, anti-discrimination, or anti-retaliation provisions of federal, state or local law or regulation; *provided, however*, that I may not disclose information of the Releasees that is protected by the attorney-client privilege, except as otherwise required by law. I do not need the prior authorization of the applicable Releasee to make any such reports or disclosures, and I am not required to notify the applicable Releasee that I have made such reports or disclosures.

I acknowledge that I am knowingly and voluntarily waiving and releasing any rights I may have under the ADEA, and that the consideration given under my Employment Agreement for the waiver and release I am providing herein is in addition to anything of value to which I was already entitled. I further acknowledge that I have been advised by this writing, as required by the ADEA, that: (a) my waiver and release do not apply to any rights or claims that may arise after the date I sign this Release Agreement; (b) I should consult with an attorney prior to signing this Release Agreement (although I may choose voluntarily not to do so); (c) I have forty-five (45) days to consider this Release Agreement (although I may choose voluntarily to sign this Release Agreement before the end of the 45-day period) and to return the signed Release Agreement to Amneal; (d) I have seven (7) days following the date I sign this Release Agreement (the “Revocation Period”) to revoke the Release Agreement as described below; and (e) this Release Agreement shall not be effective until the date upon which the Revocation Period has expired, which shall be the eighth day after I sign this Release Agreement (the “**Effective Date**”). I understand and agree that if I choose to revoke this Release Agreement, I must deliver notice of such revocation in writing, by personal delivery, email or mail, to [NAME], [TITLE] (@ .com) at Amneal, [ADDRESS], no later than 5:00 p.m. Pacific Time on the last day of the Revocation Period. If mailed, the revocation must be properly addressed and postmarked no later than the last day of the Revocation Period.

I represent that I have no lawsuits, claims or actions pending in my name, or on behalf of myself or any other person or entity, against any of the Releasees. I agree that I will not voluntarily provide assistance, information or advice, directly or indirectly (including through agents or attorneys), to any person or entity in connection with any actual or potential claim or cause of action of any kind against the Releasees and I shall not induce or encourage any person or entity to do so, unless compelled or authorized to do so by law. Notwithstanding the foregoing, I retain the right to file a charge with the Equal Employment Opportunity Commission and equivalent federal, state and local agencies, and to cooperate with investigations by any such agencies.

I acknowledge and represent that I have not suffered any discrimination or harassment by any of the Releasees on account of race, gender, national origin, religion, marital or registered domestic partner status, sexual orientation, age, disability, veteran status, medical condition or any other characteristic protected by applicable law. I acknowledge and represent that I have not been denied any leave, benefits or rights to which I may have been entitled under the FMLA or any other federal or state law, and that I have not suffered any job-related wrongs or injuries for which I might be entitled to compensation or relief. I further acknowledge and represent that, other than the benefits that will be provided to me pursuant to Sections 4.4.2 and 4.4.3 of my Employment Agreement, I have been paid all wages, bonuses, compensation, benefits and other amounts that any of the Releasees has ever owed to me, and I am not entitled to any additional compensation, severance or benefits after the date on which my employment with Amneal terminated, with the sole exception of any benefit the right to which has vested under the express terms of an Amneal benefit plan document.

In addition, I hereby acknowledge my continuing obligations under my Employee Confidentiality, Non-Solicitation and Ownership of Inventions Agreement with Amneal and under Section 6 of the Employment Agreement, including (without limitation) my obligations not to use or disclose any proprietary or confidential information of the Group Entities. Notwithstanding anything herein or in my Employee Confidentiality, Non-Solicitation and Ownership of Inventions Agreement with Amneal, I acknowledge and I agree that, pursuant to 18 USC Section 1833(b), I will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

I agree that if I commence any suit arising out of, based upon, or relating to any of the Claims released under this Release Agreement, then I will pay to the Releasees, and each of them, in addition to any other damages caused to the Releasees thereby, all attorneys’ fees incurred by the Releasees in defending or otherwise responding to such suit; provided, that, this paragraph shall not apply with respect to any compulsory counterclaims within the meaning of Rule 13(a) of the Federal Rules of Civil Procedure, asserted by me against the Releasees bringing claims against me.

I agree that if any provision of this Release Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Release Agreement and the provision in question shall be modified so as to be rendered enforceable in a manner consistent with the intent of the parties insofar as possible under applicable law. I understand that this Release Agreement, together with my Employment Agreement, constitutes the complete, final and exclusive embodiment of the entire agreement between Amneal and me with regard to the subject matter hereof. I am not relying on any promise or representation by Amneal that is not expressly stated therein.

I acknowledge that in order for this Release Agreement to become effective, I must sign this Release Agreement and return it by email or mail to [NAME], [TITLE] (@ .com) at Amneal, [ADDRESS], on or within forty-five (45) days after the date on which my employment terminated, and I must not exercise my right to revoke the Release Agreement as described above.

I have carefully read and fully understand this Release Agreement, and agree to be bound by its terms.

Printed Name: _____

Signature: _____

Date: _____

Exhibit C

Proprietary Information Agreement

EMPLOYEE CONFIDENTIALITY, NON-SOLICITATION, AND OWNERSHIP OF INVENTIONS AGREEMENT

THIS EMPLOYEE CONFIDENTIALITY, NON-SOLICITATION, AND OWNERSHIP OF INVENTIONS AGREEMENT (the “Agreement”) is entered into this day of , by and between Amneal Pharmaceuticals LLC, (together with any past or present subsidiaries, “Employer”), and (“Employee”).

RECITALS

A. Employer owns certain valuable Confidential Information (as defined below), some or all of which is used by or available to Employee in the ordinary course of his/her duties as an employee of the Employer, and protecting the Confidential Information is critical to the Employer’s success and ability to continue as a going concern; and

B. Employer has established a policy of requiring all employees and contractors having access to its Confidential Information to enter into confidentiality agreements, and Employee acknowledges the importance of protecting the Confidential Information and is willing to enter into and be bound by this Agreement for that purpose.

AGREEMENT

NOW, THEREFORE , in consideration of the hiring and employment by the Employer of Employee, and the mutual promises set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound hereby agree as follows:

1. **Recitals** . The foregoing recitals are incorporated herein and made a substantive part of this Agreement.
2. **Applicability** . The terms and conditions of this Agreement apply to Employee in the ordinary course of his/her duties as an employee of Employer.
3. **Confidential Information** . For purposes of this Agreement, “ **Confidential Information** ” means all information or material of the Employer that is proprietary and confidential, including but not limited to the following types of information and material, as it may have existed in the past, currently exist or be planned, anticipated or exist in the future: (i) trade secrets, product specifications, data, know-how, formulae, formulations, compositions, designs, sketches, devices, photographs, graphs, drawings, samples, discoveries, inventions and ideas, improvements, research and development, methods and processes, customer lists, customer requirements, price lists, market studies, business plans, computer software and programs (including object code and source code), computer and database technologies, systems, structures, and architectures, discoveries, concepts, financial information and statements, marketing and pricing strategies and decisions, financial projections and budgets, historical and projected sales, capital spending, budgets and plans, the terms of contracts to which the Employer is or has been a party, the names and backgrounds of key personnel, personnel training techniques and materials, and any other information concerning the business and affairs of the Employer; (ii) notes, analyses, compilations, studies, summaries and other material prepared by or for the Employer or any employee or consultant of the Employer, including without limitation Employee, containing or based, in whole or in part, on any information included in the foregoing; (iii) the knowledge and ability to put and use together various individual elements of Confidential Information and/or public information when such knowledge and ability has been learned or developed during Employee’s employment with the Employer, whether or not on the Employer’s premises; and (iv) information and materials received by the Employer from third parties in confidence. In addition, protection of the Employer’s trade secrets as referenced above are in addition to, and not a substitute for, the “trade secrets” protected by any applicable state statute.

4. **Confidentiality**. Employee agrees Employee shall not disclose to others, nor shall Employee use for Employee's or another's benefit, any such Confidential Information, either during Employee's employment with the Employer or thereafter. Employee shall use Confidential Information only for the benefit of the Employer within the scope of Employee's assigned employment duties. Except as authorized by the Employer in advance and in writing, Employee agrees (i) not to disclose Confidential Information to any entity or person not employed or retained by the Employer and (ii) not to use, transfer, or assist others in using the Confidential Information or any other property of the Employer for any purpose other than in furtherance of the business of the Employer.

5. **Exceptions**.

a. The obligations of confidentiality of Section 4 hereof do not apply to any part of the Confidential Information which Employee can demonstrate by reliable written evidence (i) was, or becomes generally available to the public other than through a breach of this Agreement by Employee; or (ii) has been acquired by Employee on a non-confidential basis from any third party having a lawful right to disclose it to Employee; or (iii) was, or is, developed by Employee without reliance on the Confidential Information; or (iv) Employee is required by law to disclose, subject to the provisions of (b) below; or (v) was already in the possession of Employee.

b. If, pursuant to a court or other legal order, Employee is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any information supplied to Employee during the course of Employee's employment with Employer, it is agreed that Employee will provide Employer with prompt written notice of such request(s) or requirement (prior to complying with such disclosure request or requirement) so that Employer may seek an appropriate protective order and/or provide a limited waiver of Employee's compliance with the provisions of this Agreement solely with respect to the referenced order.

c. If Employee relies upon a fact or facts described in part (a) of this paragraph as the basis for disclosure of the Confidential Information, Employee bears the burden of proof with respect to the fact or facts relied upon.

6. **Non-Solicitation of Employees**. Employee acknowledges that but for Employee's employment with the Employer, Employee would not have had access to the Employer's employees and the Confidential Information regarding same. Employee agrees that during the course of Employee's employment and for a period of one (1) year after the cessation of Employee's employment for any reason, Employee shall not, directly or indirectly, solicit on Employee's behalf or on behalf of any individual or entity competing with or seeking to compete with the Employer, or directly or indirectly, assist any such individual or entity in soliciting, any employees of the Employer to leave the employ or in any other way modify or alter their respective employment or business relationship with the Employer. Employee agrees that if Employee violates any of the restrictions contained in this paragraph, the restrictive period provided for shall be increased by the period of time from the commencement of any such violation until the time such violation shall be cured by Employee; or, in the event the Employer seeks judicial enforcement of this Agreement, for a period of one (1) year from the date of any Court order enforcing the Agreement.

7. **Employer's Ownership of Inventions and Confidential Information**. Employee agrees to immediately disclose to the Employer all Confidential Information developed in whole or in part by him/her during the term of Employee's employment with the Employer. All right, title and interest in and to the Confidential Information including, without limitation, all intellectual property, inventions, improvements, and derivative works conceived, reduced to practice, participated in or made by Employee during his/her employment with the Employer (regardless of whether such inventions or improvements are made by Employee during his/her hours of employment or at the Employer's facilities), are and shall remain the exclusive property of the Employer. Accordingly, Employee agrees to and hereby does grant and assign to Employer all right, title and interest in and to all Confidential Information existing now or in the future upon its creation. Notwithstanding the foregoing, Employee shall without further consideration undertake any reasonable action requested by the Employer to confirm or secure the Employer's rights in the Confidential Information including, without limitation, the execution and delivery of conveyance documents.

8. **Records and Other Employer Property**. At the Employer's request, or upon termination of Employee's employment with Employer, whichever is sooner, Employee agrees to turn over to Employer all notes, data, tapes, lists, reference items, sketches, drawings, memoranda, records and other materials in any way containing, constituting or relating to any Confidential Information, and other documents which are in Employee's possession or control belonging to Employer or relating to its business.

9. **Records**. At the Employer's request, or upon termination of Employee's employment with Employer, Employee agrees to turn over to Employer all notes, data, tapes, lists, reference items, sketches, drawings, memoranda, records and other materials in any way containing, constituting or relating to any Confidential Information, and other documents which are in Employee's possession or control belonging to Employer or relating to its business.

10. **Miscellaneous**. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written communications, representations, understandings or agreements with the Employer or any representative of the Employer regarding the subject matter hereof. If any provision of this Agreement is found to be invalid or unenforceable in any circumstance, such invalidity or unenforceability shall not affect the other provisions of this Agreement. This Agreement may not be modified or amended except by a writing signed by an authorized officer of the Employer. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, except to the extent the issue arising under the Agreement is governed by federal law, and any dispute arising out of this Agreement that cannot be settled amicably by the parties shall be adjudicated in the state or federal courts of the State of New Jersey, the exclusive jurisdiction and venue of which the parties hereby acknowledge and agree to. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. It is further understood and agreed that no failure or delay by a party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any right, power or privilege hereunder. The parties acknowledge and agree that the Employer shall be entitled to seek an injunction or other equitable relief to enforce its rights under this Agreement without the necessity of posting bond and shall be entitled to recover from Employee all costs incurred by it in enforcing its rights under this Agreement, including attorney's fees.

IN WITNESS WHEREOF, the parties have executed this Employee Confidentiality, Non- Solicitation, And Ownership of Inventions Agreement as an instrument under seal as of the day and year first above written.

Amneal Pharmaceuticals LLC

Employee

By: _____
Name:
Date:

By: _____
Name:
Date:

UNSECURED PROMISSORY NOTE

\$77,200,000

May 7, 2018

FOR VALUE RECEIVED, AMNEAL PHARMACEUTICALS LLC, a Delaware limited liability company (together with its successor and assigns, "Buyer"), hereby unconditionally promises to pay to the order of Vikram Patel, in his capacity as the Sellers' Representative under the Purchase Agreement (as defined below) (the "Sellers' Representative"), for the benefit of the Sellers (as defined in the Purchase Agreement) (the "Sellers"), in lawful money of the United States of America and in immediately available funds, the aggregate principal sum of Seventy Seven Million Two Hundred Thousand Dollars (\$77,200,000), together with accrued and unpaid interest thereon, payable on the dates and in the manner set forth below (the "Loan") in this unsecured note (the "Note") to the Sellers' Representative, for the benefit of, and further distribution to, the Sellers, in the principal amount per Seller set forth opposite each such Seller's name on Schedule A hereto. Following receipt of any payment hereunder, Buyer shall have no obligation or liability to the Sellers with respect to the distribution of such payment to them by the Sellers' Representative.

This Note is being issued in accordance with that certain Purchase and Sale Agreement entered into by and among Buyer, Gemini Laboratories, LLC, a Delaware limited liability company (the "Company"), Sellers and the other parties identified therein dated as of May 7, 2018 (the "Purchase Agreement"), pursuant to which, among other things, a portion of the Purchase Price for the acquisition of 98% of the issued and outstanding equity interest in the Company will be paid by Buyer to the Sellers' Representative, for the benefit of, and further distribution to, the Sellers, through the issuance of this Note. Capitalized terms used herein without definition that are defined in the Purchase Agreement shall have the same meanings herein as therein.

1. Principal Payment and Interest Payment. Interest shall accrue on the unpaid principal balance at the rate of 3% per annum, computed on the basis of the actual number of calendar days elapsed and a year of 365 calendar days, from the date of this Note until the principal amount and all interest accrued thereon are paid. This Note shall automatically mature and be due on the earlier of November 7, 2018 (the "Maturity Date") and the occurrence of an Event of Default (as defined in Section 4). On the Maturity Date, Buyer shall pay to the Sellers' Representative, for the benefit of, and further distribution to, the Sellers based on each such Sellers' Pro-Rata Share as reflected on Schedule A hereto, all then outstanding principal and all unpaid interest accrued thereon. If any payment described above shall be due on a date that banks in New York, New York are not open for business, such payment shall be due on the first business day thereafter that banks in New York, New York are open for business.

In no event shall the amount of interest due or payable under this Note exceed the maximum rate of interest allowed by applicable law and, in the event any such payment is inadvertently paid by Buyer or inadvertently received by the Sellers' Representative, then such excess sum shall be credited as a payment of principal, unless Buyer shall notify the Sellers' Representative in writing that Buyer elects to have such excess sum returned to it forthwith. It is the express intent of the parties hereto that Buyer not pay and the Sellers' Representative shall not receive, directly or indirectly, in any manner whatsoever, interest in excess of that which may be lawfully paid by Buyer under applicable law.

Borrower may prepay this Note in whole or in part without penalty or premium, with any such payments being applied first to interest and then to principal.

2. **Place of Payment.** All amounts payable hereunder shall be payable to the Sellers' Representative, for the benefit of the Sellers, by wire transfer of immediately available funds to an account of the Sellers' Representative designated in writing by the Sellers' Representative to Buyer prior to the Maturity Date.

3. **Application of Payments.** Except as otherwise expressly set forth herein, payment on this Note shall be applied first to accrued interest, and thereafter to the outstanding principal balance hereof.

4. **Events of Default; Remedies**

(a) **Events of Default.** Each of the following events shall constitute an "Event of Default" under this Note:

(1) failure of Buyer to pay any principal, interest or other amount due hereunder when due, or Buyer shall in any way fail to comply with the other terms, covenants or conditions contained in this Note, if any such failure is not remedied by Buyer within thirty (30) days after written notice from Sellers' Representative to Buyer;

(2) Buyer shall (a) commence a voluntary case under the Bankruptcy Code of 2005, as amended or other federal bankruptcy law (as now or hereafter in effect); (b) file a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition for adjustment of debts; (c) consent to or fail to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws; (d) apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of a substantial part of its property, domestic or foreign; (e) admit in writing its inability to pay its debts as they become due; (f) make a general assignment for the benefit of creditors; or (g) make a conveyance fraudulent as to creditors under any state, federal or foreign law;

(3) a case or other proceeding shall be commenced against Buyer in any court of competent jurisdiction seeking (a) relief under the Bankruptcy Code of 2005, as amended or other federal bankruptcy law (as now or hereafter in effect) or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts or (b) the appointment of a trustee, receiver, custodian, liquidator or the like for Buyer or all or any substantial part of the assets, domestic or foreign, of Buyer; provided that any such action described in (a) or (b) above is consented to by Buyer or is not dismissed within ninety (90) days of the date upon which it was instituted; or

(4) a Change of Control shall have occurred in which a successor to Buyer does not assume all obligations under this Note.

As used herein, a "Change of Control" shall mean a transaction where (A) Buyer shall sell or otherwise convey all or any substantial part of its properties and assets to a third party (for this purpose, "substantial part" shall mean assets and properties which account for more than 50% of the cash revenues generated by Buyer in its most recently completed fiscal year) or (B) Buyer or its equity owners shall consummate any transaction that results in a person or group of persons who are not, on the date of this Note, an equity owner of Buyer acquiring voting equity securities in Buyer constituting in the aggregate more than 51% of the outstanding voting securities of Buyer.

(b) **Remedies**. Upon the occurrence of an Event of Default, the Loan and the other obligations of Buyer hereunder, at the option of Sellers' Representative, and without demand or notice of any kind, may be immediately declared, and thereupon shall immediately become in default and due and payable and Sellers' Representative and Sellers may exercise any and all rights and remedies available to them at law, in equity or otherwise.

(c) **Costs of Collection**. If this Note is collected by or through an attorney-at-law, Buyer shall pay all reasonable expenses incurred by Sellers' Representative and Sellers in the collection of this Note, including, without limitation, the reasonable fees and disbursements of counsel to Sellers' Representative and Sellers.

5. **Offset**. This Note has been given as partial consideration pursuant to the Purchase Agreement. By acceptance of this Note, Sellers agrees that with respect to any claim for Losses made by Buyer pursuant to Section 9.2 of the Purchase Agreement, Buyer may satisfy any such claim, upon final resolution thereof, by setoff against this Note in accordance with Section 9.2(e) of the Purchase Agreement; *provided, however*, that with respect to any good faith pending claim for indemnification arising under Section 9.2 of the Purchase Agreement that has not been finally resolved, Buyer may deduct from any amounts payable under this Note an amount equal to the estimated amount of indemnifiable Losses for such claim with such amount deducted being placed into escrow until such pending claim is finally resolved. Prior to a deduction of any amounts for a pending claim, Buyer shall deliver written notice of Buyer's good faith claim for indemnification to Sellers, specifying the basis and the estimated amount of indemnifiable Losses for such claim in good faith and in reasonable detail. To the extent that such claim is finally resolved and it is determined that Buyer was not entitled under Article IX of the Purchase Agreement to all or any portion of any such amount deducted from payment under this Note, such amount or portion thereof shall be promptly released to the Sellers' Representative, for the benefit of, and further distribution to, Sellers based on each Seller's Pro-Rata Share. In the case of any such setoff or deduction, there shall be a reduction, first, in any accrued and unpaid interest on this Note and, thereafter, in the outstanding principal balance of this Note, in an aggregate amount equal to such setoff or deducted amount.

6. **Miscellaneous**.

(a) **Members, Officers, and Managers Not Liable**. In no event shall any member, officer, manager, director or equityholder of Buyer be liable for any amounts due or payable pursuant to this Note.

(b) **Waivers**. No delay or failure on the part of the Sellers' Representative in the exercise of any right or remedy, for and on behalf of the Sellers, shall operate as a waiver thereof, and no single or partial exercise by the Sellers' Representative, for and on behalf of the Sellers, of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No modification or waiver of any provision of this Note or consent to departure therefrom shall be effective unless in writing and signed by Buyer and the Sellers beneficially entitled to at least a majority of the principal amount outstanding under this Note. Buyer hereby waives presentment and demand for payment, notice of dishonor, protest and notice of protest of this Note.

(c) **Binding Agreement; Assignment**. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Nothing in this Note, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Note, except as expressly provided in this Note. This Note may not be assigned by any party hereto except with the prior written consent of the other party hereto or in accordance with the terms of the Purchase Agreement.

(d) **Governing Law**. Notwithstanding any other provision of this Note, this Note shall be governed by, and construed in accordance with, the laws of the State of Delaware and no conflicts of law principles will apply to this Note.

(e) **Titles and Subtitles**. The titles and subtitles used in this Note are used for convenience only and are not to be considered in construing or interpreting this Note.

(f) **Notices**. Any notice to be given hereunder shall be in writing, and shall be sent to Sellers' Representative or Buyer, as the case may be, at the addresses set forth below each of their respective signatures hereto, as the case may be, and shall be deemed received (i) on the earlier of the date of receipt or the date three (3) business days after deposit of such notice in the United States mail, if sent postage prepaid, certified mail, return receipt requested, (ii) one (1) business day after dispatch if sent for overnight delivery by a nationally recognized overnight courier, (iii) when actually received, if personally delivered, or (iv) upon confirmation of receipt of electronic mail or a facsimile transmission.

(g) **Counterparts**. This Note may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. For the purposes of executing this Note, (a) a document signed and transmitted by facsimile, telecopier or electronic mail shall be treated as an original document; (b) the signature of any party on such document shall be considered as an original signature; and (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures.

(h) **Severability**. It is the desire and intent of the parties that the provisions of this Note be enforced to the fullest extent permissible under the law and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, in the event that any provision of this Note would be held in any jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Note or affecting the validity or enforceability of such provision in any jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Note or affecting the validity or enforceability of such provision in any other jurisdiction.

(i) **Submission to Jurisdiction**. Each of the parties hereto hereby agrees to submit to the exclusive jurisdiction of the courts of the State of Delaware and the federal courts within the State of Delaware and agrees that venue in New Castle County shall be proper, and hereby agrees that any claim or dispute arising out of or relating to this Note may only be brought in such courts, which shall be the exclusive venue for any such adjudication, and each party hereto waives (i) any objection to jurisdiction or venue with respect to any action brought in such courts and (ii) any defense claiming lack of jurisdiction or improper venue, in any action brought in such courts.

[Signatures follow on next page]

IN WITNESS WHEREOF, the undersigned have executed this Note as of the date first written above.

“Buyer:”

AMNEAL PHARMACEUTICALS LLC

By: /s/ Robert Stewart
Name: Robert Stewart
Title: President and Chief Executive Officer

Address: 400 Crossing Boulevard, Third Floor,
Bridgewater, NJ 08807-2863; Attention: General
Counsel; Email: legaldept@amneal.com

“Sellers Representative:”

/s/ Vikram Patel
Vikram Patel

Address:

“SELLERS:”

PELICAN GL INVESTOR, LLC ,
a Delaware limited liability company

By: Cepheid Capital, LLC, its Manger

By /s/ Gautam Patel
Name: Gautam Patel
Title: Member

PGL, LLC ,
a Delaware limited liability company

By: /s/ Priti Patel
Name: Priti Patel
Title: Manager

FGL, LLC ,
a Delaware limited liability company

By: /s/ Falguni Patel
Name: Falguni Patel
Title: Manager

SIGNATURE PAGE TO UNSECURED PROMISSORY NOTE

IN WITNESS WHEREOF, the undersigned have executed this Note as of the date first written above.

“SELLERS:”

GLI One, LLC ,
a Delaware limited liability company

By: /s/ Gautam Patel

Name: Gautam Patel

Title: Manager

GLI Two, LLC ,
a Delaware limited liability company

By: /s/ Vikram Patel

Name: Vikram Patel

Title: Manager

GLI Three, LLC ,
a Delaware limited liability company

By: /s/ Edward Coss

Name: Edward Coss

Title: Manager

GL CLASS B MEMBER, LLC ,
a Delaware limited liability company

By: Michael P. Turnamian,
its General Manager

By: /s/ Michael P. Turnamian

Name: Michael P. Turnamian

SIGNATURE PAGE TO UNSECURED PROMISSORY NOTE

Schedule A

Pro-Rata Share

Seller	Principal Amount of Notes	Pro-Rata Share
PELICAN GL INVESTOR, LLC	\$ 36,693,160.00	47.530%
PGL, LLC	\$ 18,346,580.00	23.765%
FGL, LLC	\$ 18,346,580.00	23.765%
GLI One, LLC	\$ 1,134,840.00	1.470%
GLI Two, LLC	\$ 567,420.00	0.74%
GLI Three, LLC	\$ 567,420.00	0.74%
GL CLASS B MEMBER, LLC	\$ 1,544,000.00	2.00%



AMNEAL PHARMACEUTICALS LLC SEVERANCE PLAN AND SUMMARY PLAN DESCRIPTION

Introduction

This Amneal Pharmaceuticals LLC Severance Plan (the “Plan”) is established to provide for payment of severance benefits by Amneal Pharmaceuticals LLC (the “Company”) to eligible Participants whose employment with the Company Group (defined below) is terminated for reasons described under the conditions below. Participants who (i) terminate their employment for any reason other than for Good Reason, or (ii) are terminated for Cause, death, or disability, or (iii) are indirect equity owners of the Company (for purposes hereof, profit participation unitholders shall not be included within the term “equity owners”), are not eligible for any severance benefits pursuant to this Plan (collectively, “Excluded Employees”).

No employee or representative of the Company is authorized to modify, add to or subtract from these terms and conditions, except in accordance with the amendment and termination procedures set forth below.

This document constitutes both the Plan document and the Summary Plan Description for the Plan.

The Plan is intended to constitute an “employee welfare benefit plan” under Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). To the extent not preempted by ERISA or other federal law, the Plan shall be construed, administered and governed under the laws of the State of New York, without reference to rules relating to conflicts of law.

A. Effectiveness

1. This Plan has been approved by Company management, but will be of no force or effect until immediately prior to the consummation of the Impax Transaction.
2. The “Impax Transaction” shall mean the transactions contemplated in the Business Combination Agreement by and among the Company, Impax Laboratories, Inc. (“Impax”), Atlas Holdings, Inc. and K2 Merger Sub Corporation, dated October 17, 2017, as may be amended.

B. Eligibility

1. A “Participant” in this Plan means any individual (other than temporary employees) employed by any of the Company, Amneal Pharmaceutical of NY LLC or Amneal Biosciences LLC (collectively, the “Company Group”) as of immediately prior to the effective date of the Impax Transaction, but shall not include any Excluded Employees.
2. A “Qualifying Termination” means a Participant’s termination of employment (A) by a member of the Company Group (or a successor entity) without Cause, or (B) by the Participant for Good Reason, in either case, on or within 12 months after the effective date of the Impax Transaction.

- a) “Cause” means (i) any material failure or neglect by the Participant to perform his or her duties or responsibilities to the Company Group (other than any such failure resulting from the Participant’s disability or any such actual or anticipated failure after the issuance of a notice of termination for Good Reason by the Participant) after written notice for performance is delivered to the Participant by the Company Group, which notice specifically identifies the manner in which the Company Group believes that the Participant has not substantially performed such Participant’s duties, (ii) any act of fraud, embezzlement, theft, misappropriation, or material dishonesty by the Participant relating to the Company Group or its business or assets, (iii) the Participant’s commission of a felony or other crime involving moral turpitude, (iv) any gross negligence or intentional misconduct on the part of the Participant in the conduct of his or her duties and responsibilities or services, as applicable, with the Company Group or its affiliates or which adversely affects the image, reputation or business of the Company Group or its affiliates, or (v) any material breach by the Participant of any written agreement between the Company Group and the Participant or any written policy applicable generally to employees of the Company Group.
 - b) “Good Reason” with respect to a Participant, means (i) a material diminution in the Participant’s authority, duties or responsibilities with the Company Group, (ii) the Company Group’s material reduction of the Participant’s Base Pay, as the same may be increased from time to time, or (iii) the Participant being required to relocate his principal place of employment with the Company Group more than 50 miles from his or her principal place of employment as of the effective date of the Impax Transaction, without the Participant’s written consent. A termination of employment by the Participant shall not be deemed to be for Good Reason unless (a) the Participant gives the Company Group written notice describing the event or events which is/are the basis for such termination within 60 days after the event or events occur, (b) such grounds for termination (if susceptible to correction) are not corrected by the Company Group within 30 days of the Company Group’s receipt of such notice (“Correction Period”), and (c) the Participant terminates his or her employment no later than 30 days following the Correction Period.
3. An otherwise eligible Participant shall not receive a severance benefit under this Plan unless the Participant timely executes and does not revoke (if applicable) such documents, including a general waiver and release of claims, as the Company Group may deem necessary or appropriate in connection with the payment of such severance benefit and remains employed by the Company in good standing (as determined in the sole discretion of the Plan Administrator) until the Participant’s scheduled date of termination.



4. A Participant who is eligible to participate in another plan, program or arrangement maintained or offered by a member of the Company Group (or a successor entity) which provides cash severance benefits, or who is party to a written employment agreement or employment offer letter with defined cash severance benefits, in any case, shall receive only the better of severance benefits provided in this Plan or the written employment agreement or employment offer letter.

C. Amount of Payment of Severance Benefits

If the Company determines that a Participant is eligible to receive a severance benefit under this Plan, the amount of the severance benefit payable to the Participant generally will be determined as set forth in Appendix A; provided, however, that the total amount of a Participant's severance benefits payable under the Plan shall not exceed the lesser of two times (i) the Participant's base salary during the calendar year immediately preceding the year in which the Participant's termination of employment occurs, and (ii) the maximum amount that may be taken into account under a qualified pension plan pursuant to Code Section 401(a)(17).

1. Cash Severance Benefits

For purposes of determining the amount of cash severance benefits payable pursuant to Appendix A:

- a) "Base Pay" means the following, as determined without regard to any reduction in a Participant's regular weekly rate of salary or hourly wage rate, as applicable, that occurs on or after the effective date of the Impax Transaction:
 - (i) with respect to a salaried Participant, the regular weekly rate of salary payable to such Participant in effect immediately prior to his or her date of termination; and
 - (ii) with respect to an hourly Participant, an amount equal to (A) such Participant's straight time hourly wage rate as in effect immediately preceding his or her date of termination, exclusive of overtime, multiplied by (B) the number of such Participant's standard hours per week.
- b) A Participant's length of employment shall be measured by the Participant's continuous employment from the date of the Participant's most recent commencement of employment with the Company Group until his or her date of employment termination.
- c) The amount of cash severance benefits, if any, will be reduced by the Participant's outstanding loan and cash advance amounts outstanding at the time of his or her termination.



The amount of cash severance benefits will be paid in a single lump sum within 60 days following a Participant's date of termination, provided that the Participant timely executes and does not revoke the separation agreement and release as set forth in Section B.3. of this Plan.

Any entity in the Company Group may cause such amounts to be withheld from payment under this Plan as it determines necessary to fulfill any federal, state, or local wage or compensation withholding requirements and any applicable withholdings required by law.

Notwithstanding the date of payment of cash severance benefits, a Participant's last date of coverage under the Company Group's medical, dental, and/or vision benefit plans shall be determined in accordance with the applicable benefit plan documents. Notification to the Participant of the Participant's rights to coverage under COBRA shall be provided to Participant as required by law.

2. Partially Subsidized COBRA Premiums

The Company Group will partially subsidize the premium cost for continued group medical, dental, and/or vision coverage during the COBRA Period for the Participant and the Participant's legal dependents who are participating in such coverages as of a Participant's termination of employment, provided, in any case, that such Participant properly elects continuation coverage under the Company Group medical, dental, and/or vision plans under Section 4980B of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder ("COBRA"). During the COBRA Period, (a) the Participant will pay the same amount toward the premium cost for his/her and his/her dependents' medical and dental coverage that he/she would pay for that same level of coverage as an active employee, and the Company Group will pay the balance of the premium cost, and (b) the Participant will pay the full cost of the premium for vision coverage and the Company Group will pay the applicable two percent (2%) COBRA administrative fee; provided, however, that (x) if any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the period of continuation coverage to be, exempt from the application of Code Section 409A under Treasury Regulation Section 1.409A-1(a)(5) or (y) the Company Group is otherwise unable to continue to cover the Participant under its group health plans without incurring penalties (including, without limitation, pursuant to the Patient Protection and Affordable Care Act or Section 2716 of the Public Health Service Act), then, in either case, an amount equal to the premium contribution amount that would have been paid by the Company Group for each remaining COBRA premium under such plans shall thereafter be paid to the Participant in substantially equal monthly installments over the continuation coverage period (or the remaining portion thereof).



The “COBRA Period” means, with respect to a Participant, a period beginning on the date of the Participant’s Qualifying Termination (or, if later, date of loss of eligibility under the terms of the Company Group health plan), and continuing until the earliest to occur of (i) the end of the calendar month in which the Severance Period ends, (ii) the expiration of the Participant’s (or his or her legal dependent’s, as applicable) eligibility for benefits under COBRA, and (iii) such time as the Participant becomes eligible to receive medical benefits under a “group health plan” (within the meaning of COBRA) maintained by a subsequent employer of the Participant (provided that the Participant is eligible to continue his/her COBRA coverages by paying the full cost of the applicable COBRA premiums after eligibility for such other group health plan until such COBRA coverage is otherwise terminated).

The “Severance Period” means the period expressed as a number of weeks for which severance is determined pursuant to Appendix A (notwithstanding that the actual severance payment would be payable in a lump sum).

3. **Outplacement Services**

An eligible Participant will receive outplacement and career counseling services provided by a vendor selected by the Company. Outplacement services are available for the lesser of duration of the Severance Period (as defined above) or 26 weeks pursuant to Appendix A.

D. Amendment or Termination of Plan

Prior to the effective date of the Impax Transaction, this Plan may be amended or terminated by the Severance Plan Benefits Committee at any time and from time to time, in its sole discretion. For a period of 12 months from and after the effective date of the Impax Transaction, this Plan may not be amended, modified, suspended or terminated except with the express written consent of each Participant who would be adversely affected by any such amendment, modification, suspension or termination. After the expiration of such 12-month period, this Plan may be amended or terminated by the Severance Plan Benefits Committee at any time and from time to time, in its sole discretion (provided, that no such amendment or termination shall materially and adversely affect the rights of any Participant who has experienced a Qualifying Termination on or prior to such amendment or termination).

E. General Rules

1. Neither this Plan nor any action taken with respect to it shall confer upon any person the right to continue in the employ of the Company Group, nor are any contractual obligations created.
2. Benefits under this Plan may not be assigned.
3. Although the Company makes no guarantee with respect to the tax treatment of benefits provided under this Plan and shall not be responsible in any event with regard to non-compliance with Section 409A and the Treasury Regulations promulgated thereunder (“Code Section 409A”), to the fullest extent applicable, severance benefits payable under the Plan are intended to be exempt from the definition of “nonqualified deferred



compensation” under Code Section 409A in accordance with one or more of the exemptions available under Code Section 409A, including the short-term deferral exception in Treas. Reg. §1.409A-1(b)(4) and the separation pay exception in Treas. Reg. §1.409A-1(b)(9)(iii). To the extent that any benefit payable or provided under this Plan is or becomes subject to Code Section 409A, the Plan shall be interpreted and administered to the maximum extent possible to comply with Code Section 409A. For purposes of any provision of this Plan providing for the payment of any amount or benefit upon or following a termination of employment that constitutes “nonqualified deferred compensation” under Code Section 409A, a termination of employment shall not be deemed to have occurred unless such termination is also a “separation from service” within the meaning of Code Section 409A and, for purposes of any such provision of this Plan, references to a “termination,” “termination of employment” or like terms shall mean “separation from service.”

F. ERISA Information

The following information is required to be provided to you under ERISA:

OFFICIAL NAME OF THE PLAN:	Amneal Pharmaceuticals LLC Severance Plan, which is a component plan of the Amneal Pharmaceuticals LLC and Subsidiaries Health and Welfare Benefits Plan
SPONSOR:	Amneal Pharmaceuticals LLC 400 Crossing Boulevard, 3 rd Floor Bridgewater, New Jersey 08807
EMPLOYER IDENTIFICATION NUMBER (EIN):	90-0186021
PLAN NUMBER:	501
TYPE OF PLAN:	Welfare Severance Benefit Plan
PLAN YEAR:	The Plan Year is the calendar year.
TYPE OF ADMINISTRATION:	Company Administered
PLAN ADMINISTRATOR:	Benefits Manager Amneal Pharmaceuticals LLC 400 Crossing Boulevard, 3 rd Floor Bridgewater, New Jersey 08807 Telephone: 908-409-6854



G. Plan Administrator

The Plan Administrator has the sole authority and discretion to control and manage the operation and administration of the Plan. The Plan Administrator shall have all of the powers necessary or appropriate to enable it to carry out its duties in connection with the operation and administration of the Plan, including, without limitation thereto, the power to construe the terms of the Plan, to determine eligibility for benefits, make all legal and factual determinations and to make and establish (and thereafter change) rules, regulations and procedures with respect to the operations of the Plan, and shall also have all of the powers elsewhere herein conferred upon it.

Subject to the limitations of applicable law, the Plan Administrator may delegate any and all of its powers and responsibilities hereunder to other persons. The Plan Administrator and its designees shall not be liable for any action or determination made in good faith with respect to the Plan. The Company shall, to the fullest extent permitted by law, indemnify and hold harmless the Plan Administrator (and, if applicable, each member of the committee comprising the Plan Administrator) and each director, officer and employee of the Company for liabilities or expenses that they and each of them incur in carrying out their respective duties under the Plan, other than for any liabilities or expenses arising out of such individual's willful misconduct or fraud.

The Plan Administrator keeps records of the Plan and is responsible for the administration of the Plan. The Plan Administrator or its designee will also answer any questions you may have about the Plan. Service of legal process may be made upon the Plan Administrator. If the position designated above as Plan Administrator no longer exists or is not filled at any particular time (or the person filling such position is incapacitated), the Company shall appoint another person or position to act as Plan Administrator hereunder.

All severance pay and other benefits under the Plan are paid out of the general assets of the Company. The Plan is not funded and has no assets.

H. Claims Procedure

If you are a Participant in the Plan, you will automatically receive the benefits to which you are entitled under the Plan. If you (or your beneficiary, if applicable) believe you have not been provided with all benefits to which you are entitled under the Plan, you may file a written claim with the Claim Administrator, who is the Benefits Manager, at Amneal Pharmaceuticals LLC, 400 Crossing Boulevard, 3rd Floor, Bridgewater, NJ 08807; Telephone: 908-409-6854, with respect to your rights to receive benefits from the Plan. You will be informed of the Claim Administrator's decision with respect to your claim within 90 days after it is filed. Under special circumstances, the Claim Administrator may require an additional period of not more than 90 days to review your claim. If that happens, you will receive a written notice of that fact, which will also indicate the special circumstances requiring the extension of time and the



date by which the Claim Administrator expects to make a determination with respect to the claim. If the extension is required due to your failure to submit information necessary to decide the claim, the period for making the determination will be tolled from the date on which the extension notice is sent until the date on which you respond to the Plan's request for information to the extent required by law.

If a claim is denied in whole or in part, or any adverse benefit determination is made with respect to the claim, you will be provided with a written notice setting forth the reason for the determination, along with specific references to Plan provisions on which the determination is based. This notice will also provide an explanation of what additional information is needed to evaluate the claim (and why such information is necessary), together with an explanation of the Plan's claims review procedure and the time limits applicable to such procedure, as well as a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

If your claim has been denied, or an adverse benefit determination has been made, you may request that the Severance Plan Benefits Committee (who acts on behalf of the Plan Administrator with respect to appeals under the Plan) review the denial. The request must be in writing, must be made within 60 days after written notification of denial, and must be sent to the following address: Severance Plan Benefits Committee, c/o Benefits Manager, Amneal Pharmaceuticals LLC, 400 Crossing Boulevard, 3rd Floor, Bridgewater, NJ 08807; Telephone: 908-409-6854. In connection with this request, you (or your duly authorized representative) are entitled to (i) be provided, upon written request and free of charge, with reasonable access to (and copies of) all documents, records, and other information relevant to the claim; and (ii) submit to the Severance Plan Benefits Committee written comments, documents, records, and other information related to the claim.

The review by the Severance Plan Benefits Committee will take into account all comments, documents, records, and other information you submit relating to the claim. The Severance Plan Benefits Committee will make a final written decision on a claim review, in most cases within 60 days after receipt of a request for a review. In some cases, the claim may take more time to review, and an additional processing period of up to 60 days may be required. If that happens, you will receive a written notice of that fact, which will also indicate the special circumstances requiring the extension of time and the date by which the Severance Plan Benefits Committee expects to make a determination with respect to the claim. If the extension is required due to your failure to submit information necessary to decide the claim, the period for making the determination will be tolled from the date on which the extension notice is sent to you until the date on which you respond to the Plan's request for information to the extent required by law.

The Severance Plan Benefits Committee's decision on the claim for review will be communicated to you in writing. If an adverse benefit determination is made with respect to the claim, the notice will include: (i) the specific reason(s) for any adverse benefit determination, with references to the specific Plan provisions on which the determination is



based; (ii) a statement that you are entitled to receive, upon request and free of charge, reasonable access to (and copies of) all documents, records and other information relevant to the claim; and (iii) a statement of your right to bring a civil action under Section 502(a) of ERISA. The decision of the Severance Plan Benefits Committee is final, conclusive and binding on all parties.

The foregoing procedures must be exhausted before you bring a legal action seeking payment of benefits under the Plan, clarification of a right to future benefits under the Plan, or enforcement of rights under the Plan's terms. In addition, you may not bring such a legal action more than 180 days after your receipt of the notice of decision on your request for review.

I. ERISA Rights

As a Participant in the Plan you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including a copy of the latest annual report (Form 5500 Series), if any, filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including copies of the latest annual report (Form 5500 Series), if any, and an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report (if any). The Plan Administrator is required by law to furnish each participant with a copy of any summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.



Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report, if any, from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court subsequent to exhausting the Plan's claims procedures. If you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Benefits Manager. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Benefits Manager, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

APPENDIX A*

<u>Level</u>	<u>Positional Severance</u>	<u>Standard Severance</u>	<u>Bonus/Incentive</u>	<u>Partially Subsidized COBRA Coverage</u>	<u>Outplacement</u>
Below Manager	6 weeks Base Pay	6 weeks Base Pay plus 2 weeks per year	Prorated	Duration	Duration of
Manager	8 weeks Base Pay	of service from date of commencement of	bonus for #	of	Severance
Senior Manager, Associate Director	12 weeks Base Pay	employment with the Company Group, up	days worked	Severance	Period, but
Director	18 weeks Base Pay	to a maximum 26 weeks	during the	Period	not to
Senior Director		26 weeks Base Pay	performance		exceed 26
Vice President		39 weeks Base Pay	year		weeks.
SVP / EVP		52 weeks Base Pay	12 months target bonus		

* Participants eligible to receive (i) the **greater** of (A) Positional Severance and (B) Standard Severance; (ii) Bonus/Incentive; (iii) Partially subsidized COBRA coverage; and (iv) Outplacement.

May 7, 2018

Securities and Exchange Commission
Washington, D.C. 20549

Ladies and Gentlemen:

We were previously principal accountants for Amneal Pharmaceuticals, Inc., formerly known as Atlas Holdings, Inc., (the “Company”) and, under the date of March 9, 2018, we reported on the consolidated financial statements of the Company as of December 31, 2017 and for the period from October 4, 2017 (date of inception) to December 31, 2017. On May 4, 2018 we were dismissed. We have read the Company’s statements included under Item 4.01 of its Form 8-K dated May 7, 2018, and we agree with such statements, except that we are not in a position to agree or disagree with the Company’s statement that the change was approved by the Audit Committee of the Board of Directors, and we are not in a position to agree or disagree with the Company’s statements in the paragraph in the section “Engagement of a New Registered Public Accounting Firm”.

Very truly yours,

/s/ KPMG LLP

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Impax Laboratories, Inc.:

We consent to the use of our report dated March 1, 2018, with respect to the consolidated balance sheets of Impax Laboratories, Inc. and its subsidiaries as of December 31, 2017 and 2016, and the related consolidated statements of operations, comprehensive (loss) income, changes in stockholders' equity and cash flows for each of the years in the three-year period ended December 31, 2017, and the related notes and financial statement schedule (collectively, the "consolidated financial statements"), incorporated herein by reference.

/s/ KPMG LLP

Philadelphia, Pennsylvania
May 7, 2018

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the Amneal Pharmaceuticals, Inc. 2018 Incentive Award Plan, Impax Laboratories, Inc. 1999 Equity Incentive Plan, Impax Laboratories, Inc. Fourth Amended and Restated 2002 Equity Incentive Plan, and Impax Laboratories, Inc. Inducement Stock Option Award of Amneal Pharmaceuticals, Inc. (formerly known as Atlas Holdings, Inc.) of our report dated March 7, 2018, with respect to the consolidated financial statements of Amneal Pharmaceuticals LLC included in the Atlas Holdings, Inc. Registration Statement (Form S-1) for the year ended December 31, 2017, filed with the Securities and Exchange Commission and incorporated by reference in this Current Report on Form 8-K.

/s/ Ernst & Young LLP

Iselin, New Jersey
May 7, 2018