

**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) **April 27, 2023**

**The Cigna Group**

(Exact name of registrant as specified in its charter)

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

**001-38769**  
(Commission File Number)

**82-4991898**  
(IRS Employer  
Identification No.)

**900 Cottage Grove Road**  
**Bloomfield, Connecticut 06002**  
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code:  
**(860) 226-6000**

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

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, Par Value \$0.01	CI	New York Stock Exchange, Inc.

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

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

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

The information set forth in Item 8.01 of this Current Report on Form 8-K as it relates to the Five-Year Revolving Credit Agreement (as defined therein) is incorporated by reference into this Item 1.01.

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

The information set forth in Item 8.01 of this Current Report on Form 8-K as it relates to the Five-Year Revolving Credit Agreement (as defined therein) is incorporated by reference into this Item 2.03.

**Item 8.01 Other Events.**

On April 27, 2023, The Cigna Group (the “Company”) entered into two separate revolving credit facilities: (i) a \$4.0 billion Revolving Credit and Letter of Credit Agreement with the banks named therein, JPMorgan Chase Bank, N.A., as administrative agent, BofA Securities, Inc., Citibank, N.A., Morgan Stanley Senior Funding, Inc. and Wells Fargo Securities, LLC, as joint lead arrangers and joint bookrunners, (the “Five-Year Revolving Credit Agreement”); and (ii) a \$1.0 billion 364-Day Revolving Credit Agreement with the banks named therein, JPMorgan Chase Bank, N.A., as administrative agent, BofA Securities, Inc., Citibank, N.A., Morgan Stanley Senior Funding, Inc. and Wells Fargo Securities, LLC, as joint lead arrangers and joint bookrunners (the “364-Day Revolving Credit Agreement” and, together with the Five-Year Revolving Credit Agreement, the “Credit Agreements”). The Credit Agreements replace in full the Company’s existing revolving credit facilities.

The Credit Agreements provide for revolving borrowings at any time and from time to time for the duration of the respective Credit Agreement up to the maximum amount of each facility. Each of the Credit Agreements includes an option to increase commitments in an aggregate amount of up to \$1.5 billion across both facilities for a maximum total commitment of \$6.5 billion.

The Credit Agreements provide for interest rate options on advances at rates equal to either: (x) in the case of base rate advances, the highest of (i) the rate of interest last quoted by the Wall Street Journal as the “prime rate,” or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board, (ii) the higher of the federal funds rate or the overnight bank funding rate, plus 0.50%, and (iii) the adjusted one month secured overnight financing rate (but not less than zero) plus 1.0%, in each case plus an applicable margin based on the Company’s senior unsecured credit Ratings (as defined in the Credit Agreement); or (y) in the case of term benchmark rate advances, the rate per annum equal to the adjusted secured overnight financing rate (but not less than zero), plus an applicable margin based on the Company’s senior unsecured credit Ratings.

The Credit Agreements contain customary covenants and restrictions, including a financial covenant that the Company may not permit its leverage ratio – which is the ratio of total consolidated debt to total consolidated capitalization (each as defined in the Credit Agreements) – to be greater than 0.60 to 1.00 or, if requested by the Company, 0.65 to 1.00 for the four quarters following an acquisition in which total cash consideration is equal to or greater than \$1.0 billion. The leverage ratio calculation excludes net unrealized appreciation in fixed maturity investments and the portion of the post-retirement benefits liability adjustment attributable to pension as included in accumulated other comprehensive loss on the Company’s consolidated balance sheets.

The Credit Agreements contain other customary provisions regarding events of default, which could result in the termination of commitments and/or an acceleration of repayment of any advances outstanding. The events of default include, among other things, bankruptcy or insolvency proceedings, change of control and cross-acceleration with respect to other debt agreements.

The agents and banks under the Credit Agreements perform normal banking, investment banking and/or advisory services for the Company from time to time for which they receive customary fees and expenses.

The description above as it relates to the Five-Year Revolving Credit Agreement is a summary and is qualified in its entirety by the Five-Year Revolving Credit Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
<a href="#">10.1</a>	<a href="#">Revolving Credit and Letter of Credit Agreement, dated as of April 27, 2023, with the banks named therein, JPMorgan Chase Bank, N.A., as administrative agent, BofA Securities, Inc., Citibank, N.A., Morgan Stanley Senior Funding, Inc. and Wells Fargo Securities, LLC, as joint lead arrangers and joint bookrunners.</a>
104	Cover Page Interactive Data File (formatted in Inline XBRL).

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**SIGNATURE**

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

**THE CIGNA GROUP**

Date: April 28, 2023

By: /s/ Brian C. Evanko

Brian C. Evanko

Executive Vice President and Chief Financial Officer

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REVOLVING CREDIT AND LETTER OF CREDIT AGREEMENT

Dated as of April 27, 2023

Among

THE CIGNA GROUP,

THE GUARANTORS FROM TIME TO TIME PARTY HERETO,

THE BANKS FROM TIME TO TIME PARTY HERETO,

and

JPMORGAN CHASE BANK, N.A.,  
*as Administrative Agent*

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JPMORGAN CHASE BANK, N.A.,  
BofA SECURITIES, INC.,  
CITIBANK, N.A.,  
MORGAN STANLEY SENIOR FUNDING, INC., and  
WELLS FARGO SECURITIES, LLC,  
*as Joint Lead Arrangers and Joint Bookrunners*

and

BANK OF AMERICA, N.A.,  
CITIBANK, N.A.,  
MORGAN STANLEY SENIOR FUNDING, INC., and  
WELLS FARGO BANK, NATIONAL ASSOCIATION,  
*as Documentation Agents*

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- EXHIBIT F-4 - Form of United States Tax Compliance Certificate (For Foreign Banks That Are Partnerships For United States Federal Income Tax Purposes)

REVOLVING CREDIT AND LETTER OF CREDIT AGREEMENT (this “Agreement”) dated as of April 27, 2023 among THE CIGNA GROUP, a Delaware corporation (together with its successors and assigns, the “Company”), the direct and indirect Subsidiaries of the Company from time to time party to this Agreement, as Guarantors, the financial institutions (together with their respective successors and assigns and each financial institution that becomes a lender pursuant to Sections 3.04(e) and 3.04(f), each a “Bank” and, collectively, the “Banks”) listed under the heading “Banks” on the signature pages hereof, and JPMORGAN CHASE BANK, N.A. (“JPMorgan”), as administrative agent (in such capacity, together with its successors in such capacity, the “Administrative Agent”) as herein provided.

WHEREAS, the Company has requested that the Banks, on the terms and subject to the conditions herein set forth, extend credit to the Company to enable it to borrow on a standby revolving credit basis on and after the date hereof and at any time and from time to time prior to the latest Commitment Termination Date (such term and each other capitalized term used but not defined herein having the meaning assigned to it in Article I) a principal amount not in excess of \$4,000,000,000, a portion of which not in excess of \$500,000,000 will be available for the issuance of Letters of Credit. The proceeds of such borrowings are to be used for general corporate purposes. The Banks are willing to extend such credit, and the Issuing Banks are willing to issue such Letters of Credit, on the terms and subject to the conditions herein set forth.

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

## ARTICLE I DEFINITIONS AND ACCOUNTING TERMS

SECTION 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

“2023 364 Day Revolving Credit Agreement” means that certain 364-Day Revolving Credit Agreement dated as of April 27, 2023 among the Company, as borrower, the lenders from time to time party thereto, the guarantors, if any, from time to time party thereto and JPMorgan, as administrative agent.

“Acquisition” means any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition by the Company or any of its Subsidiaries of all or substantially all of the assets of a Person, or of any business or division of a Person, (b) the acquisition by the Company or any of its Subsidiaries of in excess of 50% of the capital stock, partnership interests, membership interests or equity of any Person (other than a Person that is a Subsidiary), or otherwise causing any Person to become a Subsidiary of the Company, or (c) a merger or consolidation or any other combination by the Company or any of its Subsidiaries with another Person (other than a Person that is a Subsidiary) provided that the Company (or a Person that succeeds to the Company pursuant to Section 7.02(b) in connection with such transaction or series of related transactions) or a Subsidiary of the Company (or a Person that becomes a Subsidiary of the Company as a result of such transaction) is the surviving entity; provided that any Person that is a Subsidiary at the time of execution of the definitive agreement related to any such transaction or series of related transactions (or, in the case of a tender offer or similar transaction, at the time of filing of the definitive offer document) shall constitute a Subsidiary for purposes of this definition even if in connection with such transaction or series of related transactions, such Person becomes a direct or indirect holding company of the Company.

“Acquisition Debt” means any Debt of the Company or any of its Subsidiaries that has been issued or incurred for the purpose of financing, in whole or in part, a Material Acquisition and any related transactions or series of related transactions (including for the purpose of refinancing or replacing all or a portion of any pre-existing Debt of the Company, any of its Subsidiaries or the person(s) or assets to be acquired); provided that (a) the release of the proceeds thereof to the Company and its Subsidiaries is contingent upon the consummation of such Material Acquisition and, pending such release, such proceeds are held in escrow (and, if the definitive agreement (or, in the case of a tender offer or similar transaction, the definitive offer document) for such acquisition is terminated prior to the consummation of such Material Acquisition or if such Material Acquisition is otherwise not consummated by the date specified in the definitive documentation relating to such Debt, such proceeds shall be promptly applied to satisfy and discharge all obligations of the Company and its Subsidiaries in respect of such Debt) or (b) such Debt contains a “special mandatory redemption” provision (or other similar provision) or otherwise permits such Debt to be redeemed or prepaid if such Material Acquisition is not consummated by the date specified in the definitive documentation relating to such Debt (and if the definitive agreement (or, in the case of a tender offer or similar transaction, the definitive offer document) for such Material Acquisition is terminated in accordance with its terms prior to the consummation of such Material Acquisition or such Material Acquisition is otherwise not consummated by the date specified in the definitive documentation relating to such Debt, such Debt is so redeemed or prepaid within 90 days of such termination or such specified date, as the case may be).

“Additional Commitment Bank” has the meaning set forth in Section 3.04(e).

“Adjusted Daily Simple SOFR Rate” means an interest rate per annum equal to (a) the Daily Simple SOFR, plus (b) 0.10%; provided that if the Adjusted Daily Simple SOFR Rate as so determined would be less than zero, such rate shall be deemed to be equal to zero for the purposes of this Agreement.

“Adjusted Leverage Ratio Period” has the meaning set forth in Section 7.02(c).

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

“Administrative Agent” has the meaning set forth in the introduction hereto.

“Administrative Agent’s Account” means the account of the Administrative Agent maintained by the Administrative Agent at JPMorgan at 500 Stanton Christiana Rd., NCC5 / 1<sup>st</sup> Floor, Newark, Delaware 19713, ABA#021 000 021, Account No. 9008113381H0521, Attention: LS2 Incoming Account, Reference: Cigna, or such other account as may from time to time be designated by the Administrative Agent to the Company and the Banks in writing.

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

“Advance” means an advance by a Bank to the Company as part of a Borrowing and refers to a Base Rate Advance or a Term Benchmark Advance (each of which shall be a “Type” of Advance).

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” means, as to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person.

“Agent Parties” has the meaning set forth in Section 10.02(c).

“Ancillary Document” has the meaning set forth in Section 10.09(b).

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

“Applicable Commitment Fee Rate” means, for any Rating Level Period, the rate per annum set forth in Schedule 2 opposite the reference to such Rating Level Period under the heading “Applicable Commitment Fee Rate”. Each change in the Applicable Commitment Fee Rate resulting from a Rating Level Change shall be effective on the date of such Rating Level Change.

“Applicable Margin” means, (a) with respect to any Term Benchmark Advance, for any Rating Level Period, the rate per annum set forth in Schedule 2 opposite the reference to such Rating Level Period under the heading “Applicable Margin for Term Benchmark Advances” and (b) with respect to any Base Rate Advance, for any Rating Level Period, the rate per annum set forth in Schedule 2 opposite the reference to such Rating Level Period under the heading “Applicable Margin for Base Rate Advances”. Each change in the Applicable Margin resulting from a Rating Level Change shall be effective on the date of such Rating Level Change.

“Applicable Percentage” means, with respect to any Bank, at any time, the ratio, expressed as a percentage, of (a) the aggregate amount of such Bank’s Commitment at such time to (b) the Total Commitments at such time.

“Arrangers” means JPMorgan Chase Bank, N.A., BofA Securities, Inc., Citibank, N.A., Morgan Stanley Senior Funding, Inc. and Wells Fargo Securities, LLC, in their respective capacities as joint lead arrangers and joint bookrunners under this Agreement.

“Assignment and Assumption” means an assignment and assumption entered into by a Bank and an Eligible Bank (with the consent of any party whose consent is required by Section 10.06), and accepted by the Administrative Agent, substantially in the form of Exhibit D or any other form approved by the Administrative Agent.

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to Section 3.07(h).

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

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

“Bank” and “Banks” have the meanings set forth in the introduction hereto (and shall include each Issuing Bank unless the context otherwise requires).

“Bank Insolvency Event” means that (a) a Bank or its Parent Company is insolvent, or is generally unable to pay its debts as they become due, or admits in writing its inability to pay its debts as they become due, or makes a general assignment for the benefit of its creditors, or (b) such Bank or its Parent Company is the subject of a Bail-In Action or a bankruptcy, insolvency, reorganization, liquidation or similar proceeding, or a receiver, trustee, conservator, intervenor or sequestrator or the like has been appointed for such Bank or its Parent Company, or such Bank or its Parent Company has taken any action in furtherance of or indicating its consent to or acquiescence in any such proceeding or appointment; provided that a Bank Insolvency Event shall not have occurred solely by virtue of the ownership or acquisition of any equity interest in such Bank or its Parent Company by a governmental authority so long as such ownership interest does not result in or provide such Bank 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 Bank (or such governmental authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Bank.

“Base Rate” means, for any day, a fluctuating interest rate per annum in effect from time to time, which rate per annum shall at all times be equal to the highest of:

- (a) the Prime Rate in effect on such day;
- (b) 0.50% per annum above the NYFRB Rate for such day; and
- (c) the Adjusted Term SOFR Rate for a one month Interest Period as published two U.S. Government Securities Business Days prior to such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%; provided that for the purpose of this definition, the Adjusted Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m. Chicago time on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology).

Any change in the Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate, respectively. If the Base Rate is being used as an alternate rate of interest pursuant to Section 3.07 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 3.07(h)), then the Base Rate shall be the higher of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Base Rate as determined pursuant to the foregoing would be less than 1.00%, such rate shall be deemed to be 1.00% for purposes of this Agreement.

“Base Rate Advance” means an Advance that bears interest as provided in Section 3.06(a).

“Benchmark” means, initially, with respect to any (i) RFR Advance, the Daily Simple SOFR or (ii) Term Benchmark Advance, the Term SOFR Rate; *provided* that if a Benchmark Transition Event, and the related Benchmark Replacement Date have occurred with respect to the Daily Simple SOFR or Term SOFR Rate, as applicable, or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.07(e).

“Benchmark Replacement” means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(1) the Adjusted Daily Simple SOFR Rate; or

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Company as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated syndicated credit facilities at such time in the United States and (b) the related Benchmark Replacement Adjustment.

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

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

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

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

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

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

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

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

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

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, the CME Term SOFR Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

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

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

“Benchmark Unavailability Period” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.07 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.07.

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

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

“Beneficiary” means the beneficiary of a Letter of Credit.

“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 and subject to Section 4975 of the Internal Revenue Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Internal Revenue Code) the assets of any such “employee benefit plan” or “plan”.

“Borrowing” means a borrowing consisting of simultaneous Advances of the same Type and, in the case of Term Benchmark Advances, having the same Interest Period made by each of the Banks pursuant to Section 3.01(a).

“Business Day” means, any day (other than a Saturday or a Sunday) on which banks are open for business in New York City or Chicago; provided that, in relation to RFR Advances and any interest rate settings, fundings, disbursements, settlements or payments of any such RFR Advances, or any other dealings of such RFR Advances, any such day that is only a U.S. Government Securities Business Day.

“Capital Lease Obligations” of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases or financing leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP and subject to Section 1.03.

“Capital Markets Debt” means any Debt consisting of bonds, debentures, notes or other similar debt securities issued in (a) a public offering registered under the Securities Act of 1933 or (b) a private placement to institutional investors that is resold in accordance with Rule 144A or Regulation S of the Securities Act of 1933, whether or not it includes registration rights entitling the holders of such debt securities to registration thereof with the Securities and Exchange Commission. The term “Capital Markets Debt” shall not, for the avoidance of doubt, be construed to include any Debt issued to institutional investors in a direct placement of such Debt that is not resold by an intermediary (it being understood that, without limiting the foregoing, a financing that is distributed to not more than ten Persons (provided that multiple managed accounts and affiliates of any such Persons shall be treated as one Person for the purposes of this definition) shall be deemed not to be so underwritten or resold), or any Debt under the 2023 364 Day Revolving Credit Agreement, any commercial bank facility or similar Debt, Capital Lease Obligation or recourse transfer of any financial asset or any other type of Debt incurred in a manner not customarily viewed as a “securities offering.”

“Change in Control” means any of the following events:

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

(b) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any “person” (as that term is used in Section 13(d)(3) of the Exchange Act) other than the Company or one of its Subsidiaries becomes the beneficial owner, directly or indirectly, of more than 30% of the then outstanding number of shares of the Company’s voting stock; provided, however, that a transaction will not be deemed to involve a Change in Control if (i) the Company becomes a wholly-owned subsidiary of a holding company and (ii)(A) the holders of the voting stock of such holding company immediately following that transaction are substantially the same as the holders of the Company’s voting stock immediately prior to that transaction or (B) immediately following that transaction no Person is the beneficial owner, directly or indirectly, of more than 30% of the voting stock of such holding company. For purposes of this definition, “voting stock” means capital stock of any class or kind the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of the Company, even if the right to vote has been suspended by the happening of such a contingency.

“Change in Law” has the meaning set forth in Section 4.02(a).

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

“Collateral Account” has the meaning set forth in Section 2.05(a).

“Commitment” means, with respect to each Bank, the amount set forth opposite the name of such Bank on Schedule 1 under the heading “Commitments”, or in the Assignment and Assumption or other documentation or record (as such term is defined in Section 9-102(a)(70) of the New York Uniform Commercial Code) as provided in Section 10.06(b)(iv), pursuant to which such Bank shall have assumed its Commitment, as applicable, and giving effect to (a) any reduction in such amount from time to time pursuant to Section 3.04(b), (b) any increase in such amounts from time to time pursuant to Section 3.04(f), or (c) any reduction or increase in such amount from time to time pursuant to assignments by or to such Bank pursuant to Section 10.06; provided that at no time shall the Revolving Credit Exposure of any Bank exceed its Commitment. The initial aggregate amount of the Banks’ Commitments is \$4,000,000,000.00.

“Commitment Termination Date” means April 27, 2028, subject to extension (in the case of each Bank consenting thereto) as provided in Section 3.04(e); provided that if such day is not a Business Day the Commitment Termination Date shall be the immediately preceding Business Day.

“Communications” has the meaning set forth in Section 10.02(b).

“Company” has the meaning set forth in the introduction hereto.

“Company Materials” has the meaning set forth in Section 7.01.

“Confidential Information” means information furnished to the Administrative Agent or any Bank by or on behalf of the Company or any Subsidiary of the Company relating to the Company or any of its Subsidiaries or their respective businesses, other than any such information that is available to the Administrative Agent or any Bank on a nonconfidential basis prior to such disclosure by the Company or any Subsidiary.

“Confirming Bank” means, with respect to any Letter of Credit and any Bank, any other bank that has confirmed, by a document acceptable to the Beneficiary, the obligations of such Bank under such Letter of Credit.

“Consolidated Subsidiary” means, at any time, any Subsidiary of the Company or other entity the accounts of which would, in accordance with GAAP, be consolidated with those of the Company in its consolidated financial statements if such statements were prepared as of such date.

“Continue” and “Continuation” refers to the continuation of Term Benchmark Advances from one Interest Period to the next as Term Benchmark Advances.

“Continuing Banks” has the meaning set forth in Section 3.04(e).

“Convert”, “Conversion” and “Converted” each refers to a conversion of Advances of one Type into Advances of the other Type pursuant to Section 3.07 or 3.08.

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

“Cover” has the meaning set forth in Section 2.05(b).

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

“Debt” of any Person means (a) indebtedness of such Person for borrowed money, (b) obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) obligations of such Person to pay the deferred purchase price of property or services, (d) Capital Lease Obligations, (e) Debt of others secured by a Lien on the property of such Person, whether or not the respective Debt so secured has been assumed by such Person (but excluding, in the case of this clause (e), involuntary Liens on the property of such Person that are being contested in good faith and by appropriate proceedings and for which adequate reserves with respect thereto are maintained on the books of such Person), and (f) obligations of such Person under direct or indirect guaranties in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clauses (a) through (e) above (but excluding, in the case of this clause (f), involuntary obligations of such Person that are being contested in good faith and by appropriate proceedings and for which adequate reserves with respect thereto are maintained on the books of such Person in accordance with GAAP); provided that the term “Debt” shall exclude Non-Recourse Debt.

“Default” means an Event of Default or an event that, with notice or lapse of time or both, would become an Event of Default.

“Default Interest” has the meaning set forth in Section 3.06(c).

“Defaulting Bank” means at any time, subject to Section 2.07(f), (a) any Bank that has failed for two or more Business Days to comply with its obligations under this Agreement to make an Advance, make a payment to an Issuing Bank in respect of its LC Exposure or make any other payment due hereunder (each, a “funding obligation”), unless such Bank has notified the Administrative Agent and the Company in writing that such failure is the result of such Bank’s good faith determination that one or more conditions precedent to funding has not been satisfied (which conditions precedent, together with the applicable default, if any, will be specifically identified in such writing), (b) any Bank that has notified the Administrative Agent, the Company or an Issuing Bank in writing, or has stated publicly, that it does not intend to comply with its funding obligations hereunder, unless such writing or statement states that such position is based on such Bank’s good faith determination that one or more conditions precedent to funding cannot be satisfied (which conditions precedent, together with the applicable default, if any, will be specifically identified in such writing or public statement), (c) any Bank that has defaulted on its funding obligations under other loan agreements or credit agreements or other similar financing agreements generally, (d) any Bank that has, for three or more Business Days after written request of the Administrative Agent or the Company, failed to confirm in writing to the Administrative Agent and the Company that it will comply with its prospective funding obligations hereunder (provided that such Bank will cease to be a Defaulting Bank pursuant to this clause (d) upon the Administrative Agent’s and the Company’s receipt of such written confirmation), (e) any Bank with respect to which, or with respect to whose Parent Company, a Bank Insolvency Event has occurred and is continuing or (f) any Bank that has become the subject of a Bail-In Action (*provided*, in each case, that neither the reallocation of funding obligations provided for in Section 2.07(a) as a result of a Bank’s being a Defaulting Bank nor the performance by Non-Defaulting Banks of such reallocated funding obligations will by themselves cause the relevant Defaulting Bank to become a Non-Defaulting Bank). Any determination by the Administrative Agent that a Bank is a Defaulting Bank under any of clauses (a) through (f) above will be conclusive and binding absent manifest error, and such Bank will be deemed to be a Defaulting Bank (subject to Section 2.07(f)) upon notification of such determination by the Administrative Agent to the Company and the Banks.

“Disclosed Litigation” means the legal actions or proceedings disclosed in the report of the Company on form 10-K, 10-Q or 8-K most recently filed with the Securities and Exchange Commission prior to the date hereof.

“Dollars” and the sign “\$” mean lawful money in the United States of America.

“Domestic Subsidiary” means a Subsidiary of the Company that is not a Foreign Subsidiary or FSHCO.

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

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

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

“Effective Date” has the meaning set forth in Section 5.01.

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

“Eligible Bank” means (a) a commercial bank organized under the laws of the United States, or any State thereof, and having total assets in excess of \$5,000,000,000; (b) a commercial bank organized under the laws of any other country that is a member of the Organization for Economic Cooperation and Development or has concluded special lending arrangements with the International Monetary Fund associated with its General Arrangements to Borrow or of the Cayman Islands, or a political subdivision of any such country, and having total assets in excess of \$5,000,000,000 so long as such bank is acting through a branch or agency located in the United States or in the country in which it is organized or another country that is described in this clause (b), (c) each Person that is a Bank under this Agreement on the date hereof, (d) Goldman Sachs Lending Partners LLC and (e) Morgan Stanley Senior Funding, Inc.; provided that none of the Company nor any Guarantor nor any of their respective Affiliates may be an Eligible Bank.

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

“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.

“Event of Default” has the meaning specified in Section 8.01.

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

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a payment by a Loan Party under the Loan Documents or required to be withheld or deducted from a payment by a Loan Party under the Loan Documents: (i) in the case of each Bank and the Administrative Agent, Taxes imposed on its net income (however denominated), and franchise Taxes and branch profits Taxes imposed on it, by the jurisdiction under the laws of which such Bank or the Administrative Agent (as the case may be) is organized or where its principal office is located or, in each case, any political subdivision thereof and, in the case of each Bank, Taxes imposed on its income (however denominated), and franchise Taxes and branch profits Taxes imposed on it, by the jurisdiction of such Bank’s Lending Office or any political subdivision thereof or, in the case of each Bank and the Administrative Agent, Taxes that are imposed as a result of a present or former connection between such Bank or the Administrative Agent, and the jurisdiction of the governmental authority imposing such Tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent or such Bank having executed, delivered or performed its obligations or received a payment under this Agreement) (such Taxes arising from a present or former connection, “Other Connection Taxes”), (ii) United States withholding Tax imposed on amounts payable to or for the account of each Bank or Administrative Agent, pursuant to a law in effect on the date on which (I) such Bank or Administrative Agent becomes party to this Agreement (other than pursuant to an assignment request by the Company under Section 4.06) or (II) such Bank changes its Lending Office, except in each case to the extent that, pursuant to Section 4.05, amounts with respect to such Taxes were payable either to such Bank’s assignor immediately before such Bank became party to this Agreement, or to such Bank immediately before it changed its Lending Office, (iii) Taxes attributable to a Bank’s failure to comply with Section 4.05(e) and (iv) any United States withholding Tax imposed as a result of FATCA.

“Existing Credit Agreements” means (i) that certain 364-Day Revolving Credit Agreement dated as of April 28, 2022 among the Company, as borrower, the lenders from time to time party thereto, the guarantors, if any, from time to time party thereto and JPMorgan, as administrative agent, (ii) that certain 3-Year Revolving Credit Agreement, dated as of April 28, 2022 among the Company, as borrower, the lenders from time to time party thereto, the guarantors, if any, from time to time party thereto and JPMorgan, as administrative agent, and (iii) that certain Revolving Credit and Letter of Credit Agreement dated as of April 28, 2022 among the Company, as borrower, the lenders from time to time party thereto, the guarantors, if any, from time to time party thereto and JPMorgan, as administrative agent.

“Existing Letter of Credit” means each letter of credit described on Schedule 3.

“Existing Termination Date” has the meaning set forth in Section 3.04(e).

“Extension Date” has the meaning set forth in Section 3.04(e).

“Extension Request” has the meaning set forth in Section 3.04(e).

“FATCA” means Sections 1471 through 1474 of the Internal Revenue 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 Internal Revenue Code, any intergovernmental agreement entered into in connection with the implementation of such Sections of the Internal Revenue Code and any fiscal or regulatory legislation, regulation or rule adopted pursuant to such intergovernmental agreements.

“FCA” has the meaning set forth in Section 1.04.

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

“Foreign Subsidiary” means (a) each Subsidiary which is organized under the laws of a jurisdiction other than the United States of America or any state thereof or the District of Columbia and (b) each Subsidiary of a “controlled foreign corporation” within the meaning of section 957(a) of the Internal Revenue Code.

“Fronting Commitment” means, at any time, for any Issuing Bank, the amount agreed by such Issuing Bank, the Company and the Administrative Agent as such Issuing Bank’s commitment to issue Letters of Credit, as such amount is set forth for such Issuing Bank in the Register.

“FSHCO” shall mean any Subsidiary that owns no material assets other than equity interests (including rights to purchase or otherwise acquire, warrants, options, participations or other equivalents of or interests in (however designated) equity or ownership, and including preferred stock) in (a) one or more Foreign Subsidiaries that are “controlled foreign corporations” within the meaning of section 957(a) of the Internal Revenue Code or (b) other FSHCOs.

“GAAP” means, subject to Section 1.03, generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

“Guarantor” and “Guarantors” has the meaning set forth in Section 7.03(a).

“Guaranty” and “Guaranties” has the meaning set forth in Section 7.03(a).

“Hybrid Securities” means, at any time, trust preferred securities, deferrable interest subordinated debt securities, mandatory convertible debt or other hybrid securities issued by the Company or any Subsidiary that is accorded at least some equity treatment by Moody’s or S&P at the time of issuance thereof.

“Hybrid Securities Amount” means, with respect to any Hybrid Securities, the principal amount (which principal amount may be a portion of the aggregate principal amount) of such Hybrid Securities that is accorded equity treatment by Moody’s or S&P at the time of issuance thereof.

“Increase Date” has the meaning set forth in Section 3.04(f).

“Indemnified Party” has the meaning set forth in Section 10.04(b).

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

“Index Debt” means long-term senior, unsecured, non-credit-enhanced indebtedness of the Company for borrowed money.

“Interest Period” means, for each Term Benchmark Advance comprising part of the same Borrowing, the period commencing on the date of such Term Benchmark Advance or the date of the Conversion of any Base Rate Advance into such Term Benchmark Advance and ending on the last day of the period selected by the Company pursuant to the provisions below and thereafter each subsequent period commencing on the last day of the immediately preceding Interest Period and ending on the last day of the period selected by the Company pursuant to the provisions below. The duration of each such Interest Period shall be one, three or six months, as the Company may, upon notice received by the Administrative Agent not later than 11:00 a.m. (New York City time) on the third Business Day prior to the first day of such Interest Period, select; provided that:

(a) any Interest Period that would otherwise begin before and end after the Commitment Termination Date shall end on the Commitment Termination Date;

(b) Interest Periods commencing on the same date for Term Benchmark Advances comprising part of the same Borrowing shall be of the same duration;

(c) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to fall on the next succeeding Business Day, except that if such extension would cause the last day of such Interest Period to fall in the next following calendar month, the last day of such Interest Period shall fall on the next preceding Business Day;

(d) whenever the first day of any Interest Period occurs on the last Business Day of an initial calendar month or a day of an initial calendar month for which there is no numerically corresponding day in the calendar month that succeeds such initial calendar month by the number of months equal to the number of months in such Interest Period, such Interest Period shall end on the last Business Day of such succeeding calendar month; and

(e) no tenor that has been removed from this definition pursuant to Section 3.07(h) shall be available for specification in such borrowing request or conversion request.

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

“ISP” means, with respect to any Letter of Credit, the “International Standby Practices 1998” published by the Institute of International Banking Law & Practice, Inc. (or such later version thereof as may be in effect at the time of issuance).

“Issuing Bank” means each Bank that has a Fronting Commitment on the date of this Agreement, and each other Bank that has agreed to become an Issuing Bank and has been approved as an “Issuing Bank” by the Administrative Agent and the Company in their reasonable discretion, each in its capacity as the issuer of Letters of Credit hereunder, and its successors in such capacity as provided in Section 2.06. Each Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank that are Eligible Banks, in which case the term “Issuing Bank” shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate. Each Bank identified on Schedule 3 as the Issuing Bank in respect of an Existing Letter of Credit shall be deemed to be an Issuing Bank.

“JPMorgan” means JPMorgan Chase Bank, N.A., a national banking association, and its successors and assigns.

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

“LC Expiry Date” means, at any time for any Letter of Credit, the expiry date of such Letter of Credit.

“LC Exposure” means, at any time, for any Bank, the sum of (a) such Bank’s Applicable Percentage of the undrawn portion of the Maximum Amount of all Letters of Credit at such time *plus* (b) such Bank’s Applicable Percentage of the aggregate amount of any and all LC Disbursements that have not been reimbursed by or on behalf of the Company 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 ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“LC Reimbursement Obligation” means the obligation of the Company under Section 2.02 to reimburse to each Bank the amount of each LC Disbursement by such Bank.

“LC Sublimit” means \$500,000,000.

“Lending Office” means, with respect to any Bank, the office of such Bank specified as its “Lending Office” in its Administrative Questionnaire, or such other office of such Bank as such Bank may from time to time specify to the Company and the Administrative Agent.

“Letter of Credit” means (a) any letter of credit issued by an Issuing Bank pursuant to Section 2.01(a)(1)(i) and (b) each of the Existing Letters of Credit, and in each case any Replacement Letter of Credit therefor.

“Leverage Ratio” means, at any time, the ratio of (a) Total Consolidated Debt to (b) Total Consolidated Capitalization; provided that the Leverage Ratio shall be computed without taking into account (i) “Net unrealized appreciation (depreciation), fixed maturities” as determined in accordance with GAAP in the consolidated balance sheets of the Company or (ii) “Postretirement pension benefits liability adjustment” as determined in accordance with GAAP in the consolidated balance sheets of the Company.

“Lien” means any lien, security interest or other charge or encumbrance of any kind, or any other type of preferential arrangement, including the lien or retained security title of a conditional vendor.

“Loan Documents” means this Agreement, the Notes (if any), the Guaranties (if any, evidenced by an agreement other than this Agreement), and any amendments to any of the foregoing.

“Loan Party” means the Company and each Guarantor, if any.

“Majority Banks” means, at any time, Banks having a majority of the sum of the then aggregate amount of the Revolving Credit Exposures and LC Exposures; provided that the Revolving Credit Exposure and LC Exposure of any Defaulting Bank shall be disregarded in determining Majority Banks at any time.

“Margin Stock” means margin stock within the meaning of Regulation U.

“Material Acquisition” means any Acquisition the total consideration for which is equal to or greater than \$250,000,000.

“Material Adverse Change” or “Material Adverse Effect” means a material adverse change in or a material adverse effect on (a) the business, financial condition, operations or properties of the Company and its Subsidiaries, taken as a whole, or (b) the legality, validity or enforceability of any Loan Document.

“Material Debt” means (i) any Debt contemplated by clauses (a) (including commitments with respect to any revolving credit facility) and (b) of the definition thereof (other than Capital Markets Debt) in an aggregate committed or principal amount in excess of \$1,000,000,000 and (ii) any Capital Markets Debt, in each case, of the Company.

“Material Subsidiary” means each Subsidiary of the Company (a) whose assets constitute 10% or more of the total assets of the Company and its Consolidated Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP) or (b) whose revenues constituted 10% or more of the total revenues of the Company and its Consolidated Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP) during the most recently concluded fiscal year of the Company.

“Maximum Amount” of any Letter of Credit means the amount specified in such Letter of Credit as the maximum aggregate amount that may be drawn thereunder; *provided, however*, that with respect to any Letter of Credit that, by its terms or the terms of any related documentation, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

“Moody’s” means Moody’s Investors Service, Inc. and any successor thereto.

“Moody’s Rating” means, at any time, the rating of the Index Debt then most recently announced by Moody’s.

“New/Increasing Bank” has the meaning set forth in Section 3.04(f).

“Non-Consenting Bank” has the meaning set forth in Section 4.06.

“Non-Defaulting Bank” means, at any time, a Bank that is not a Defaulting Bank.

“Non-Extending Bank” has the meaning set forth in Section 3.04(e).

“Non-Recourse Debt” means any Debt of the Company, any of the Company’s Subsidiaries or any consolidated variable interest entities shown on a separate line of the Company’s consolidated balance sheet as “non-recourse obligations” if, and so long as, such Debt meets the requirements of clause (a) or clause (b) below; *provided* that Debt will not fail to qualify as Non-Recourse Debt or be considered an indirect liability of the company solely because a Subsidiary of the Company has indemnified any lender in respect of such Debt against damages resulting from exceptions to non-recourse liability in general usage in the relevant industry at the time such Debt is incurred (such as fraud, waste, misapplication of funds, failure to maintain insurance coverage, and environmental liability):

(a) (i) the instruments governing such Debt limit the recourse (whether direct or indirect) of the holder or holders thereof against the Company and its Subsidiaries for the payment of such Debt to the property securing such Debt and (ii) if such Debt is incurred after the date hereof by the Company or a Subsidiary of the Company which is organized under the laws of the United States or any State thereof, the property securing such Debt is not material to the business, financial condition, operations or properties of the Company and its Subsidiaries, taken as a whole, as determined at the time such Debt is incurred; or

(b) (i) the sole obligors of such Debt are (x) a corporation or other entity (such obligor, a “Specified Entity”) formed solely for the purpose of owning (or owning and operating) property which is (or may be) subject to a Lien securing such Debt and (y) other entities that are not Subsidiaries of the Company or other entities in which the Company or any Subsidiary of the Company holds a direct or indirect ownership or other beneficial interest, (ii) such Specified Entity owns no other material property, (iii) the sole collateral security provided by the Company and its Subsidiaries with respect to such Debt (if any) consists of property owned by such Specified Entity and/or the capital stock of (or equivalent ownership interests in) such Specified Entity and (iv) neither the Company nor any of its other Subsidiaries has any liability, direct or indirect, in respect of such Debt other than indemnification obligations to any lender in respect of such Debt against damages resulting from exceptions to nonrecourse liability in general usage in the relevant industry at the time such Debt is incurred such as fraud, waste, misapplication of funds, failure to maintain insurance coverage, and environmental liability.

“Note” shall have the meaning set forth in Section 3.03.

“Notice of Borrowing” has the meaning set forth in Section 3.02(a).

“Notice of Increase” has the meaning set forth in Section 2.01(d).

“Notice of Issuance” has the meaning set forth in Section 2.01(d).

“Notice of Reduction” has the meaning set forth in Section 2.01(d).

“NYFRB” means the Federal Reserve Bank of New York.

“NYFRB Rate” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. 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.

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

“Obligations” means, with respect to the Company, all obligations of the Company to pay principal and interest on the Advances, all fees and charges payable hereunder, and all other payment obligations of the Company or any of its Subsidiaries arising under any Loan Document, in each case whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired.

“Other Connection Taxes” has the meaning specified in the definition of “Excluded Taxes”.

“Other Taxes” has the meaning set forth in Section 4.05(b).

“Outside Expiry Date” means the date ten Business Days prior to the Commitment Termination Date.

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

“Parent Company” means, with respect to a Bank, the bank holding company (as defined in Federal Reserve Board Regulation Y), if any, of such Bank, and/or any Person owning, beneficially or of record, directly or indirectly, a majority of the shares of such Bank.

“Participant Register” has the meaning set forth in Section 10.06(f)(i).

“Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. 107-56, signed into law October 26, 2001.

“Permitted Investments” means securities issued or unconditionally guaranteed by the Government of the United States of America or any agency thereof and securities issued or unconditionally guaranteed by the central government of any country that is a member of the OECD, rated AA or better (or the equivalent).

“Payment” has the meaning set forth in Section 9.12.

“Payment Notice” has the meaning set forth in Section 9.12.

“Person” means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.

“Platform” has the meaning set forth in Section 7.01.

“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.

“Protected Person” has the meaning set forth in Section 10.04(b).

“PTE” means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“Public Bank” has the meaning set forth in Section 7.01.

“Quarterly Dates” means the last day of March, June, September and December in each year, the first of which shall be the first such day after the date hereof.

“Rating” means the Moody’s Rating or the S&P Rating, as the case may be.

“Rating Level Change” means a change in the Moody’s Rating or the S&P Rating that results in a change from one Rating Level Period to another, which Rating Level Change shall be deemed to take effect on the date on which the relevant change in rating is first announced by Moody’s or S&P, as applicable.

“Rating Level Period” means a Rating Level 1 Period, a Rating Level 2 Period, a Rating Level 3 Period, a Rating Level 4 Period or a Rating Level 5 Period, as applicable; provided that:

(i) “Rating Level 1 Period” means a period during which the Moody’s Rating is at or above A1 or the S&P Rating is at or above A+;

(ii) “Rating Level 2 Period” means a period that is not a Rating Level 1 Period, during which the Moody’s Rating is at or above A2 or the S&P Rating is at or above A;

(iii) “Rating Level 3 Period” means a period that is not a Rating Level 1 Period or a Rating Level 2 Period, during which the Moody’s Rating is at or above A3 or the S&P Rating is at or above A-;

(iv) “Rating Level 4 Period” means a period that is not a Rating Level 1 Period, a Rating Level 2 Period or a Rating Level 3 Period, during which the Moody’s Rating is at or above Baa1 or the S&P Rating is at or above BBB+; and

(v) “Rating Level 5 Period” means a period that is not a Rating Level 1 Period, a Rating Level 2 Period, a Rating Level 3 Period or a Rating Level 4 Period;

*provided further* that (a) if the Moody’s Rating and the S&P Rating differ by one rating level, then the applicable Rating Level Period shall be the higher of such Ratings and (b) if the Moody’s Rating and the S&P Rating differ by more than one rating level, then the applicable Rating Level Period shall be the Rating Level Period that is one level below the higher of the two rating levels (for purposes of the foregoing, Rating Level 1 Period is the highest and Rating Level 5 Period is the lowest); and *provided further* that any period during which there is (a) only one Rating then in effect, the rating level corresponding to the rating that is one level below such rating shall apply and (b) any period during which there is no Rating shall be a Rating Level 5 Period.

“Reference Time” with respect to any setting of the then-current Benchmark means (1) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two Business Days preceding the date of such setting, (2) if the Benchmark is Daily Simple SOFR, then four Business Days prior to such setting or (3) if such Benchmark is none of the Term SOFR Rate or Daily Simple SOFR, the time determined by the Administrative Agent in its reasonable discretion.

“Register” has the meaning set forth in Section 10.06(d).

“Regulation U” means Regulation U of the Board of Governors of the Federal Reserve System, as from time to time amended.

“Regulation X” means Regulation X of the Board of Governors of the Federal Reserve System, as from time to time amended.

“Related Parties” means, with respect to any Person (a) any controlling Person, controlled Affiliate or Subsidiary of such Person, (b) the respective directors, officers or employees of such Person or any of its Subsidiaries, controlled Affiliates or controlling Persons and (c) the respective agents and advisors of such Person or any of its Subsidiaries, controlled Affiliates or controlling Persons.

“Relevant Governmental Body” means, the Federal Reserve Board and/or the NYFRB, the CME Term SOFR Administrator, as applicable, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB or, in each case, any successor thereto.

“Relevant Rate” means (i) with respect to any Term Benchmark Borrowing, the Adjusted Term SOFR Rate or (ii) with respect to any RFR Borrowing, the Adjusted Daily Simple SOFR Rate, as applicable.

“Replacement Letter of Credit” means any letter of credit issued in accordance with the provisions of Section 2.07(e) or 10.06(b)(v), in replacement of and in the same form as the relevant replaced Letter of Credit.

“Resignation Effective Date” has the meaning set forth in Section 9.07(a).

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

“Responsible Officer” means the Chief Financial Officer, the Treasurer or any Assistant Treasurer of the Company or any Vice President of the Company in the finance department.

“Revolving Credit Availability Period” means the period from the Effective Date until the Commitment Termination Date.

“Revolving Credit Commitment” means, for any Bank, at any time, (i) such Bank’s Commitment, *minus* (ii) such Bank’s Applicable Percentage of the aggregate Maximum Amount of all outstanding Letters of Credit at such time.

“Revolving Credit Exposure” means, at any time, for any Bank, the sum of (a) the unused amount of such Bank’s Revolving Credit Commitment *plus* (b) the aggregate outstanding principal amount of all Advances by such Bank.

“RFR Advance” means an Advance that bears interest at a rate based on the Adjusted Daily Simple SOFR Rate.

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

“S&P” means Standard & Poor’s Global Ratings, a Standard & Poor’s Financial Services LLC business, and any successor thereto.

“S&P Rating” means, at any time, the rating of the Index Debt then most recently announced by S&P.

“Sanctioned Country” means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, Crimea , the non-government controlled areas of Zaporizhzhia and Kherson Regions of Ukraine, Cuba, Iran, North Korea and Syria).

“Sanctioned Person” means, at any time, (a) any Person (i) 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 at its official website or any other replacement official publication of such list or (ii) listed in any sanctions-related list of sanctioned Persons maintained by the U.S. Department of State, the United Nations Security Council, His Majesty’s Treasury of the United Kingdom, the European Union, any European Union member state or Canada (including Global Affairs Canada) or (b) any Person in which a 50% or greater ownership interest is held by any such Person or Persons described in the foregoing clause (a)(i) or which is otherwise controlled by (x) a Person or Persons described in the foregoing clause (a)(i) or (y) a Sanctioned Country.

“Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state or His Majesty’s Treasury of the United Kingdom or Canada (including Global Affairs Canada).

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

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

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

“SOFR Determination Date” has the meaning specified in the definition of “Daily Simple SOFR”.

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

“Solvent” means, with respect to any Person at any time, that (a) the fair value of the assets of the Company and its Subsidiaries on a consolidated basis, at a fair valuation, will exceed the debts and liabilities, direct, subordinated, contingent or otherwise, of the Company and its Subsidiaries on a consolidated basis, (b) the present fair saleable value of the property of the Company and its Subsidiaries on a consolidated basis will be greater than the amount that will be required to pay the probable liability of the Company and its Subsidiaries on a consolidated basis on their debts and other liabilities, direct, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured, (c) the Company and its Subsidiaries on a consolidated basis will be able to pay their debts and liabilities, direct, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured and (d) the Company and its Subsidiaries on a consolidated basis will not have unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are now conducted and are proposed to be conducted following the Effective Date.

“Step-Up Acquisition” means any Acquisition designated in writing as such by the Company to the Administrative Agent at the time of consummation thereof for total cash consideration that is equal to or greater than \$1,000,000,000; provided that immediately after giving effect to such Step-Up Acquisition, no Default shall have occurred and be continuing or would result therefrom.

“Step-Up Acquisition Debt” means Debt of the Company or any of its Subsidiaries that has been issued or incurred for the purpose of financing, in whole or in part, a Step-Up Acquisition and any related transactions or series of related transactions (including for the purpose of refinancing or replacing all or a portion of any pre-existing Debt of the Company, any of its Subsidiaries or the person(s) or assets to be acquired, in each case, in connection with such Step-Up Acquisition).

“Subsidiary” means, with respect to any Person, any corporation, partnership, limited liability company or other entity of which at least a majority of the securities or other ownership interests having by the terms thereof ordinary voting power to elect a majority of the board of directors or other persons performing similar functions of such corporation, partnership, limited liability company or other entity (irrespective of whether or not at the time securities or other ownership interests of any other class or classes of such corporation, partnership or other entity shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by such Person or one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries of such Person.

“Taxes” has the meaning set forth in Section 4.05(a).

“Term Benchmark” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted Term SOFR Rate.

“Term Benchmark Advance” means an Advance that bears interest as provided in Section 3.06(b).

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

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

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

“Total Commitments” means an amount equal to the aggregate amount of the Commitments of all Banks hereunder as such amounts may be reduced pursuant to Section 3.04(b) or increased pursuant to Section 3.04(f).

“Total Consolidated Capitalization” means, at any time, the sum of (i) Total Consolidated Debt *plus* (ii) the total amount of shareholder’s equity of the Company.

“Total Consolidated Debt” means, at any time, the aggregate outstanding principal amount of Debt of the Company and its Consolidated Subsidiaries of the kinds referred to in clause (a), (b) or (d) of the definition of “Debt” in this Section 1.01, or of the kinds referred to in clause (e) or (f) thereof to the extent relating to Debt of the kinds referred to in said clause (a), (b) or (d), all determined on a consolidated basis in accordance with GAAP, but excluding the aggregate Hybrid Securities Amount to the extent that if such Hybrid Securities Amount were included as Total Consolidated Debt, such Hybrid Securities Amount would not exceed 15% of Total Consolidated Capitalization.

“Type” has the meaning specified in the definition of “Advance.”

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York.

“U.S. Government Securities Business Day” means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“U.S. Tax Compliance Certificate” has the meaning set forth in Section 4.05(e)(i)(B).

“UK Financial Institutions” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

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

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

“Write-Down and Conversion Powers” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

SECTION 1.02. Computation of Time Periods. In this Agreement in the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” mean “to but excluding”.

SECTION 1.03. Accounting Terms; Terms Generally. (a) All accounting terms not specifically defined herein shall be construed in accordance with GAAP consistent with those applied in the preparation of the financial statements referred to in Section 6.01(e); provided that if at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in this Agreement, and either the Company or the Majority Banks shall so request, the Administrative Agent, the Banks and the Company shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Majority Banks and the Company); provided that, until so amended, such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein. Notwithstanding any other provision contained herein, (a) all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under FASB Accounting Standards Codification 825-Financial Instruments, or any successor thereto (including pursuant to the FASB Accounting Standards Codification), to value any Debt of the Company or any Subsidiary at “fair value,” as defined therein and (b) all leases of any Person that are or would be characterized as operating leases in accordance with GAAP immediately prior to December 31, 2016 (whether or not such operating leases were in effect on such date) shall continue to be accounted for as operating leases (and not as capital leases or financing leases) for purposes of this Agreement and the definition of Capital Lease Obligations regardless of any change in GAAP following such date that would otherwise require such leases to be recharacterized as capital leases.

(b) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (v) any reference to any law, rule or regulation herein shall, unless otherwise specified, refer to such law, rule or regulation as amended, modified or supplemented from time to time and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.04. Interest Rates; Benchmark Notification. The interest rate on an Advance denominated in dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 3.07(e) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Company. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Company, any Bank or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

SECTION 1.05. Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction’s laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its equity interests at such time.

ARTICLE II  
LETTERS OF CREDIT

SECTION 2.01. Letters of Credit.

(a) Letters of Credit. (1) Subject to the terms and conditions of this Agreement, (i) each Issuing Bank severally agrees, at the request of the Company, to issue one or more standby letters of credit hereunder (as from time to time amended, each a "Letter of Credit") on any Business Day on or before the Outside Expiry Date and (ii) each Issuing Bank severally agrees to increase the Maximum Amount of any such Letter of Credit from time to time on or before the Outside Expiry Date; provided that each such issuance of, or increase in the Maximum Amount of, any Letter of Credit shall be subject to the limitations set forth in Section 2.01(a)(4).

(2) Each Letter of Credit shall be in form and substance reasonably satisfactory to the relevant Issuing Bank and the Company.

(3) Each Letter of Credit shall be issued by an Issuing Bank as sole issuer, and the Banks shall be deemed to acquire participations therein on the terms and conditions of Section 2.01(b).

(4) Anything in this Agreement to the contrary notwithstanding, (i) the sum of (x) the aggregate amount of the LC Exposures of all of the Banks *plus* (y) the aggregate amount of the Revolving Credit Exposures of all of the Banks may not at any time exceed the Total Commitments, (ii) the aggregate amount of the LC Exposures of each Bank *plus* (y) the aggregate amount of the Revolving Credit Exposure of such Bank may not at any time exceed such Bank's Commitment, (iii) the aggregate Maximum Amount of all Letters of Credit may not at any time exceed the LC Sublimit and the Maximum Amount of all Letters of Credit issued by any Issuing Bank may not exceed the Fronting Commitment of such Issuing Bank, and (iv) no Letter of Credit may provide for an LC Expiry Date later than the Outside Expiry Date. Subject to clause (iv), any Letter of Credit shall, if requested by the Company, include customary evergreen provisions (including appropriate language allowing the relevant Issuing Bank to exercise non-renewal rights).

(5) Notwithstanding anything herein to the contrary, the Banks shall have no obligation hereunder to issue, and shall not issue, any Letter of Credit the proceeds of which would be made available to any Person to fund any activity or business in any manner that would result in a violation of any Sanctions by any party to this Agreement.

(b) Participations in Letters of Credit. (1) Upon the issuance by an Issuing Bank of a Letter of Credit (and any amendment to a Letter of Credit increasing the amount thereof) in accordance herewith, and without any further action on the part of such Issuing Bank or any Bank, such Issuing Bank hereby grants to each Bank, and each Bank hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Bank's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. Each Bank acknowledges and agrees that its acquisition of participations pursuant to this Section 2.01(b) in respect of each Letter of Credit shall be automatic, absolute and unconditional irrespective of the occurrence or continuance of any Default, or any reduction or termination of the Commitments, or any other circumstance whatsoever.

(2) In consideration and in furtherance of the foregoing, each Bank severally agrees to pay to the Administrative Agent, for the account of each Issuing Bank, such Bank's Applicable Percentage of each LC Disbursement made by such Issuing Bank under a Letter of Credit promptly upon the request of such Issuing Bank, through the Administrative Agent, at any time from the time of such LC Disbursement until such LC Disbursement is reimbursed by the Company in full or at any time after any reimbursement payment is required to be refunded to the Company for any reason.

(3) The obligation of each Bank to make payments under clause (2) shall be absolute and unconditional irrespective of any amendment, renewal or extension of any Letter of Credit, the occurrence or continuance of any Default, any reduction or termination of the Commitments, any circumstance referred to in Section 2.02(b), or any other circumstance whatsoever. Each such payment shall be made without setoff, counterclaim, abatement, withholding or reduction whatsoever and shall be made in the manner provided in Section 3.02 with respect to Advances made by such Bank, and the Administrative Agent shall promptly pay to such Issuing Bank the amounts so received by it from the Banks. Promptly following receipt by the Administrative Agent of any payment from the Company pursuant to this paragraph, the Administrative Agent shall distribute such payment to the relevant Issuing Bank or, to the extent that the Banks have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Banks and such Issuing Bank as their interests may appear. Any payment made by a Bank pursuant to this paragraph to reimburse an Issuing Bank for any LC Disbursement shall not relieve the Company of its obligation to reimburse such LC Disbursement.

(c) [Reserved].

(d) Existing Letters of Credit. Effective on the Effective Date, each Existing Letter of Credit shall be deemed to be a Letter of Credit issued and outstanding under this Agreement (and without limiting the foregoing, effective from and after the Effective Date, Section 2.01(b) shall be deemed to apply to each such Existing Letter of Credit as if each such Existing Letter of Credit, for this purpose, were issued on the Effective Date).

(e) Notices of Issuance, Increase, Reduction of Letters of Credit. To request the issuance of a Letter of Credit or an increase in the Maximum Amount of a Letter of Credit as provided in Section 2.01(a), the Company shall transmit by electronic communication to the Administrative Agent not later than 10:00 a.m. New York City time three (3) Business Days prior (or such shorter time as may be reasonably agreed to by the applicable Issuing Bank) to the requested date of issuance or amendment a notice in substantially the form of Exhibit A-1 (the “Notice of Issuance”) or Exhibit A-2 (a “Notice of Increase”) or such other form as may be reasonably required and previously provided to the Company by the applicable Issuing Bank, as the case may be, specifying, in the case of the Notice of Issuance, the date of issuance thereof, the initial Maximum Amount thereof and the Issuing Bank in respect thereof, and, in the case of a Notice of Increase, the Letter of Credit to which such Notice of Increase relates, the proposed effective date of the amendment effecting the increase in the Maximum Amount thereof and the increased Maximum Amount. If requested by the applicable Issuing Bank, the Company also shall submit a letter of credit application in connection with any request for a Letter of Credit in a form reasonably satisfactory to such Issuing Bank. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Company to, or entered into by the Company with, any Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control. In addition, the Company may from time to time, by giving notice to the Administrative Agent in substantially the form of Exhibit A-3 (a “Notice of Reduction”) by the time provided for notices in the preceding sentence, and with the prior written consent of the Beneficiary of the relevant Letter of Credit, elect to reduce the Maximum Amount of such Letter of Credit in increments of \$1,000,000 (or, if less, the remaining undrawn amount thereof). The Administrative Agent shall promptly notify the Banks of its receipt of any such notice. The relevant Issuing Bank shall, in the case of any such increase or reduction and subject in the case of a reduction, to its receipt of any required consent from the Beneficiary of such Letter of Credit in form and substance reasonably satisfactory to it, promptly execute and deliver an amendment to such Letter of Credit effecting such increase or reduction, and notify the Banks, the Administrative Agent and the Company of such increase or reduction (confirming the effective date thereof). If an Issuing Bank has received, at its office specified herein, written notice from the Company, a Bank or the Administrative Agent at least one Business Day prior to the requested date of issuance or amendment of a Letter of Credit, that a condition set forth in Section 5.02(a) or (b) to such issuance or amendment has not been satisfied, such Issuing Bank shall not proceed with such issuance or amendment.

(f) Notices of Non-Extension. In the case of any Letter of Credit that contains evergreen provisions, the applicable Issuing Bank shall comply with the instructions of the Majority Banks given pursuant to any provisions for non-extension of the expiry date thereof. So long as the extension would not cause the applicable Letter of Credit to mature after the Outside Expiry Date, the Majority Banks shall give such instructions of non-extension only if the conditions set forth in Section 5.02(a) and (b) are not satisfied.

(g) Applicability of ISP. Unless otherwise expressly agreed by the applicable Issuing Bank and the Company when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), the rules of the ISP shall apply to each Letter of Credit.

SECTION 2.02. Reimbursement for LC Disbursements, Cover, Etc.

(a) Reimbursement. The Company agrees to reimburse each Issuing Bank for the full amount of each LC Disbursement under a Letter of Credit issued by such Issuing Bank, each such reimbursement to be made by paying to the Administrative Agent an amount equal to the amount of such LC Disbursement (i) not later than 1:00 p.m., New York City time, on the Business Day that the Company receives notice of such LC Disbursement if such notice is received by it prior to 10:00 a.m., New York City time, on a Business Day or (ii) not later than 1:00 p.m., New York City time, on the Business Day immediately following the day that the Company receives such notice, if such notice is received by it on a day which is not a Business Day or is not received prior to 10:00 a.m., New York City time, on a Business Day. If the Company fails to make such payment when due with respect to a Letter of Credit, (i) the Administrative Agent shall notify each Bank of the applicable LC Disbursement under such Letter of Credit, the payment then due from the Company in respect thereof and such Bank's Applicable Percentage thereof, (ii) the Company shall be deemed to have given a timely Notice of Borrowing to the Administrative Agent requesting the Banks to make Base Rate Advances on such date the Company fails to make such payment in an amount in Dollars equal to the amount of such LC Disbursement and (iii) subject to satisfaction or waiver of the conditions specified in Section 5.02, the Banks shall, on such date, make Base Rate Advances in the amount of such LC Disbursement, the proceeds of which shall be applied directly by the Administrative Agent to reimburse such Issuing Bank for the amount of such LC Disbursement; and provided further that if for any reason proceeds of Base Rate Advances are not received by such Issuing Bank on such date in an amount equal to the amount of such LC Disbursement, the Company shall reimburse such Issuing Bank, on demand, in an amount in same day funds equal to the excess of the amount of such LC Disbursement over the aggregate amount of such Base Rate Advances, if any, which are so received. Reimbursements under this Section 2.02(a) may be made with the Company's funds or, subject to the terms and conditions of this Agreement, with the proceeds of a Borrowing.

(b) LC Reimbursement Obligations Absolute.

(1) The obligation of the Company to reimburse the Issuing Banks for LC Disbursements as provided in Section 2.02(a) shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under all circumstances, including the following: (i) any lack of validity or enforceability of any Letter of Credit, or of any term or provision therein, (ii) any draft or other document presented under the relevant Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, or (iii) payment under the relevant Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit.

(2) The Company shall be obligated to make the reimbursements provided for in this Section 2.02 in respect of each Letter of Credit regardless of the identity of the account party on such Letter of Credit.

(3) None of the Administrative Agent, any Bank or any Issuing Bank or any of their respective directors, officers, employees or representatives shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding clause), 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, any error in interpretation of technical terms or any consequence arising from causes beyond their control; *provided* that the foregoing shall not be construed to excuse the Administrative Agent, a Bank or an Issuing Bank from liability to the Company to the extent of any direct damages (as opposed to special, indirect, consequential and punitive damages, claims in respect of which are hereby waived by the Company to the extent permitted by applicable law) suffered by the Company that are caused by the gross negligence or willful misconduct of the Administrative Agent, such Bank or such Issuing Bank, as the case may be, as determined by a court of competent jurisdiction by final and nonappealable judgment. The parties expressly agree that:

(A) the Administrative Agent and each Issuing Bank may accept documents that appear on their face to be in substantial compliance with the terms of the relevant Letter of Credit without responsibility for further investigation, regardless of any notice or information to the contrary, and may make payment upon presentation of documents that appear on their face to be in substantial compliance with the terms of the relevant Letter of Credit;

(B) the Administrative Agent or an Issuing Bank, as the case may be, shall have the right, in its sole discretion, to decline to accept such documents and to make such payment if such documents are not in strict compliance with the terms of the relevant Letter of Credit; and

(C) without prejudice to Section 9.02, this sentence shall establish the standard of care to be exercised by the Administrative Agent or an Issuing Bank, as the case may be, when determining whether drafts and other documents presented under any Letter of Credit comply with the terms thereof (and the parties hereto hereby waive, to the extent permitted by applicable law, any standard of care inconsistent with the foregoing).

SECTION 2.03. LC Disbursement Procedures. Each Issuing Bank shall, within a reasonable time following its receipt thereof or within the period stipulated by the terms and conditions of the applicable Letter of Credit, examine any draft submitted by the Beneficiary under a Letter of Credit and promptly after such examination (i) notify the Company by telephone (confirmed by electronic means) of receipt of such draft and (ii) deliver to the Company a copy thereof. With respect to any drawing properly made under any Letter of Credit, the applicable Issuing Bank will make the amount of each such LC Disbursement available to the relevant Beneficiary by promptly crediting such amount to such account as such Beneficiary shall direct. Promptly following the making of any LC Disbursement, the Issuing Bank in respect thereof will notify the Administrative Agent and the Company thereof; *provided* that any failure to give or delay in giving such notice shall not relieve the Company of any of its obligations hereunder.

SECTION 2.04. Interest. Without prejudice to the obligations of the Company under Section 2.02, if the Company does not reimburse the relevant Issuing Bank for the full amount of an LC Disbursement under a Letter of Credit on the date such LC Disbursement is made (without regard for when notice thereof is given), the Company agrees to pay interest on the LC Reimbursement Obligation relating to such LC Disbursement, for each day (a) from the date such LC Disbursement is made until reimbursement thereof is due, at a rate per annum equal to the Base Rate *plus* the Applicable Margin for Base Rate Advances from time to time, such interest payable on the date such reimbursement is due and (b) from the date such reimbursement is due until the date that the Company reimburses such LC Disbursement in full, at a rate per annum equal to 2% per annum *plus* the Base Rate *plus* the Applicable Margin for Base Rate Advances from time to time, such interest under this clause (b) to be payable on demand.

SECTION 2.05. Provision of Cover.

(a) If there shall occur an Event of Default and the Company is as a result thereof required pursuant to Section 8.01 to provide cover for the Letters of Credit, the Administrative Agent will forthwith establish a separate collateral account (the "Collateral Account") at JPMorgan, which shall be a "securities account" (as defined in Section 8-501 of the UCC) in respect of which the Administrative Agent is the "entitlement holder" (as defined in Section 8-102(a)(7) of the UCC), into which there shall be deposited from time to time the amounts paid to the Administrative Agent as cover.

(b) As collateral security for the prompt payment in full when due of all LC Reimbursement Obligations (whether now existing or hereafter from time to time arising), all interest thereon, and all other present and future obligations of the Company to the Banks or the Issuing Banks and the Administrative Agent hereunder, the Company hereby grants to the Administrative Agent, for the benefit of the Banks and the Issuing Banks and the Administrative Agent, a security interest in all of its right, title and interest in, to and under the Collateral Account and the balances from time to time in the Collateral Account (including any and all securities and other financial assets from time to time carried therein) and any and all proceeds thereof (all such collateral being herein collectively called the "Cover"). The balances from time to time in the Collateral Account shall not constitute payment of any obligation of the Company until applied by the Administrative Agent as provided herein. Anything in this Agreement to the contrary notwithstanding, funds held in the Collateral Account shall be subject to withdrawal only as provided in this Section 2.05.

(c) Amounts on deposit in the Collateral Account shall be invested and reinvested by the Administrative Agent in such Permitted Investments as the Administrative Agent shall determine in its sole discretion. All such investments and reinvestments and proceeds shall be held in the name and be under the sole dominion and control of the Administrative Agent and shall be credited to the Collateral Account.

(d) At any time and from time to time while an Event of Default has occurred and is continuing, the Administrative Agent shall have the rights and remedies of a secured party under the UCC and, without limiting the foregoing, shall, if so instructed by the Majority Banks, liquidate the Cover and credit the proceeds thereof to the Collateral Account and apply or cause to be applied such proceeds and any other balances in the Collateral Account to the payment of the obligations secured thereby.

(e) When all of the obligations of the Company under this Agreement (other than contingent obligations for which no claim has been made) shall have been paid in full and each Letter of Credit has expired or been terminated and no Commitments remain in effect, the Administrative Agent shall promptly deliver to the Company, but without recourse, warranty or representation whatsoever, the balances remaining in the Collateral Account.

SECTION 2.06. Replacement of an Issuing Bank; Additional Issuing Banks.

(a) An Issuing Bank may be replaced at any time by written agreement between the Company, the Administrative Agent, the replaced Issuing Bank and the successor Issuing Bank. The Administrative Agent shall notify the Banks of any such replacement of an Issuing Bank. At the time any such replacement shall become effective, the Company shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 4.01(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall 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 (ii) references herein to the term "Issuing Bank" shall be deemed to include such successor or any previous Issuing Bank, or such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit. If an Issuing Bank is to be replaced with respect to an outstanding Letter of Credit that is issued by it, such replacement may be accomplished by (i) cancellation of the relevant outstanding Letter of Credit with the consent of the Beneficiary and simultaneous replacement thereof by the successor Issuing Bank or (ii) making other arrangements satisfactory to the replaced Issuing Bank to effectively assume the obligations of the replaced Issuing Bank with respect to such Letter of Credit and the replaced Issuing Bank shall to the extent thereof be released from its obligations as Issuing Bank with respect to such Letter of Credit.

(b) The Company may, at any time, designate any Bank or any Affiliate of a Bank that is an Eligible Bank as an additional Issuing Bank hereunder with the written consent of such Bank or Affiliate (which such Bank or Affiliate shall be free to grant or withhold in its sole and absolute discretion) and of the Administrative Agent (which consent shall not be unreasonably withheld or delayed), with a Fronting Commitment as specified by the Company (and consented to by such Bank or Affiliate). The Administrative Agent shall notify the Banks of any such additional Issuing Bank. From and after the effective date of such designation, (i) the additional Issuing Bank shall have all the rights and obligations of an Issuing Bank hereunder with a Fronting Commitment equal to the Fronting Commitment so specified by the Company and consented to by such Issuing Bank and (ii) references herein to the term "Issuing Bank" shall be deemed to include such additional Issuing Bank and any other Issuing Bank, as the context shall require.

SECTION 2.07. Defaulting Banks.

(a) If any Letters of Credit are outstanding at the time a Bank becomes a Defaulting Bank, and the Commitments have not been terminated in accordance with Section 8.01, then:

(i) so long as no Default has occurred and is continuing, all or any part of the participations in outstanding Letters of Credit shall be reallocated among the Banks that are Non-Defaulting Banks in accordance with their respective Applicable Percentages (disregarding any Defaulting Bank's Commitment) but only to the extent that the sum of (A) the aggregate principal amount of all Advances made by the Non-Defaulting Banks (in their capacity as Banks) and outstanding at such time, plus (B) the Non-Defaulting Banks' aggregate LC Exposures, plus (C) such Defaulting Bank's LC Exposure, does not exceed the total of all Non-Defaulting Banks' Commitments;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Company shall within one Business Day following notice by any Issuing Bank, cash collateralize such Defaulting Bank's LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) by paying cash collateral to such Issuing Bank; provided that, so long as no Default is continuing, such cash collateral shall be released promptly upon the earliest of (A) the reallocation of the LC Exposure of the Defaulting Bank to Non-Defaulting Banks in accordance with clause (i) above, (B) a reduction in the outstanding amount available to be drawn under all outstanding Letters of Credit to zero, (C) the termination of the Defaulting Bank status of the applicable Bank, (D) such Issuing Bank's good faith determination that there exists excess cash collateral (in which case, an amount equal to such excess cash collateral shall be released) or (E) the posting of cash collateral for the amount of a Defaulting Bank as contemplated by Section 2.07(g). In the event any Letter of Credit or a portion thereof is collateralized, no fees shall be payable by the Company on the collateralized amount of such Letter of Credit or a portion thereof;

(iii) to the extent the Applicable Percentages of Letters of Credit of the Non-Defaulting Banks are reallocated pursuant to this Section 2.07(a), then the fees payable to the Banks pursuant to Section 4.01(b)(i) shall be adjusted in accordance with the Non-Defaulting Banks' Applicable Percentages of Letters of Credit as reallocated; or

(iv) to the extent any Defaulting Bank's Applicable Percentage of Letters of Credit is neither cash collateralized nor reallocated pursuant to Section 2.07(a), then, without prejudice to any rights or remedies of any Issuing Bank or any Bank hereunder, all letter of credit fees payable under Section 4.01(b)(i) with respect to such Defaulting Bank's Applicable Percentage of Letters of Credit that has not been reallocated or collateralized shall be payable to the applicable Issuing Bank until such Defaulting Bank's Applicable Percentage of Letters of Credit has been fully cash collateralized and/or reallocated.

(b) So long as any Bank is a Defaulting Bank, no Issuing Bank shall be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure will be 100% covered by the Commitments of the Non-Defaulting Banks and/or cash collateral will be provided by the Company in accordance with Section 2.07(a) or provided in accordance with Section 2.07(g), and participating interests in any such newly issued, amended or increased Letter of Credit shall be allocated among Non-Defaulting Banks in a manner consistent with Section 2.07(a)(i) (and Defaulting Banks shall not participate therein).

(c) No Commitment of any Bank shall be increased or otherwise affected, and, except as otherwise expressly provided in this Section 2.07, performance by the Company of its obligations shall not be excused or otherwise modified as a result of the operation of this Section 2.07. The rights and remedies against a Defaulting Bank under this Section 2.07 are in addition to any other rights and remedies which the Company, the Administrative Agent, any Bank or any Issuing Bank may have against such Defaulting Bank.

(d) [Reserved].

(e) [Reserved].

(f) If the Company, the Administrative Agent and each Issuing Bank agree in writing in their reasonable determination that a Defaulting Bank should no longer be deemed to be a Defaulting Bank, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any cash collateral), that Bank will, to the extent applicable, purchase, at par, that portion of outstanding Advances of the other Banks or take such other actions as the Administrative Agent may determine to be necessary to cause the Advances and funded and unfunded participations in Letters of Credit to be held on a pro rata basis by the Banks in accordance with their Applicable Percentages (without giving effect to Section 2.07(a)), whereupon such Bank will cease to be a Defaulting Bank; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Company while that Bank was a Defaulting Bank; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Bank to Non-Defaulting Bank will constitute a waiver or release of any claim of any party hereunder arising from such Bank's having been a Defaulting Bank.

(g) Notwithstanding anything to the contrary contained in this Agreement, any payment of principal, interest, commitment fees, Letter of Credit commissions or other amounts received by the Administrative Agent for the account of any Defaulting Bank under this Agreement (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise) shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Bank to the Administrative Agent hereunder; *second*, to the payment on a pro rata basis of any amounts owing by such Defaulting Bank to any Issuing Bank hereunder; *third*, as the Company may request (so long as no Default exists), to the funding of any Advance in respect of which that Defaulting Bank has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fourth*, as the Company may request, to be held in a cash collateral account to cash collateralize such Defaulting Bank's participations in Letters of Credit that are then outstanding; *fifth*, if so determined by the Administrative Agent and the Company, to be held in a cash collateral account and released in order to satisfy obligations of such Defaulting Bank to fund Advances under this Agreement; *sixth*, if so determined by the Administrative Agent and the Company, to be held in a cash collateral account to cash collateralize such Defaulting Bank's participations in Letters of Credit, *seventh*, to the payment of any amounts owing to the Banks or the Issuing Banks as a result of any judgment of a court of competent jurisdiction obtained by any Bank or Issuing Bank against such Defaulting Bank as a result of such Defaulting Bank's breach of its obligations under this Agreement; *eighth*, so long as no Default exists, to the payment of any amounts owing to the Company as a result of any judgment of a court of competent jurisdiction obtained by the Company against such Defaulting Bank as a result of such Defaulting Bank's breach of its obligations under this Agreement; and *ninth*, to such Defaulting Bank or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Advance in respect of which such Defaulting Bank has not fully funded its appropriate share, and (y) such Advances were made or the related Letters of Credit were issued at a time when the applicable conditions set forth in Article V were satisfied or waived, such payment shall be applied solely to pay the Advances of all Non-Defaulting Banks on a pro rata basis prior to being applied to the payment of any Advances of such Defaulting Bank; and provided further that any amounts held as cash collateral for funding obligations of a Defaulting Bank shall be returned to such Defaulting Bank upon the termination of this Agreement and the satisfaction of such Defaulting Bank's obligations hereunder. Any payments, prepayments or other amounts paid or payable to a Defaulting Bank that are applied (or held) to pay amounts owed by a Defaulting Bank or to post cash collateral pursuant to this Section 2.07 shall be deemed paid to and redirected by such Defaulting Bank, and each Bank irrevocably consents hereto.

(h) The Commitment, Revolving Credit Exposure and LC Exposure of any Defaulting Bank shall not be included in determining whether the Majority Banks or any other requisite Banks have taken or may take any action hereunder or under any Note (including any consent to any amendment, waiver or other modification pursuant to Section 10.01) except as set forth in Section 10.01.

### ARTICLE III ADVANCES

#### SECTION 3.01. The Advances.

(a) Each Bank severally agrees, on the terms and conditions hereinafter set forth, to make Advances in Dollars to the Company from time to time on any Business Day during the Revolving Credit Availability Period in an aggregate amount not to exceed at any one time outstanding such Bank's Revolving Credit Commitment.

(b) Each Borrowing shall (i) be in an aggregate amount of \$10,000,000 or an integral multiple of \$1,000,000 in excess thereof (or, if less, the aggregate amount of the unused Revolving Credit Commitments); provided that any Borrowing made to finance an LC Reimbursement Obligation shall be in the aggregate amount of such LC Reimbursement Obligation and (ii) consist of Advances of the same Type made on the same day by the Banks ratably according to their respective Commitments.

(c) Within the limits of each Bank's Revolving Credit Commitment, the Company may borrow under this Section 3.01, prepay pursuant to Section 3.09 and reborrow under this Section 3.01. For the avoidance of doubt, any reborrowing under this Section 3.01 shall be subject to the satisfaction (or waiver in accordance with Section 10.01) of the conditions set forth in Section 5.02.

(d) Anything in this Agreement to the contrary notwithstanding, the sum of (i) the aggregate amount of the LC Exposures of all Banks plus (ii) the aggregate amount of the Revolving Credit Exposures of all Banks may not at any time exceed the Total Commitments.

#### SECTION 3.02. Making the Advances.

(a) Each Borrowing shall be made on notice, given not later than 1:00 p.m. (New York City time) on the third Business Day prior to the date of the proposed Borrowing in the case of a Borrowing consisting of Term Benchmark Advances, or the date of the proposed Borrowing in the case of a Borrowing consisting of Base Rate Advances, by the Company to the Administrative Agent, which shall give to each Bank prompt notice thereof in writing (which may be by e-mail). Each such notice of a Borrowing (a "Notice of Borrowing") shall be delivered promptly in writing (which may be by e-mail), in substantially the form of Exhibit B, specifying therein the requested (i) date of such Borrowing, (ii) Type of Advances comprising such Borrowing, (iii) aggregate amount of such Borrowing and (iv) in the case of a Borrowing consisting of Term Benchmark Advances, initial Interest Period for each such Advance. Each Bank shall, before 11:00 a.m. (New York City time), in the case of a Borrowing consisting of Term Benchmark Advances, or before 2:30 p.m. (New York City time), in the case of a Borrowing consisting of Base Rate Advances, on the date of such Borrowing, make available for the account of its Lending Office to the Administrative Agent at the Administrative Agent's Account, in same day funds, such Bank's ratable portion of such Borrowing. After the Administrative Agent's receipt of such funds and upon fulfillment of the applicable conditions set forth in Section 5.02, the Administrative Agent will make such same day funds available to the Company at the Company's account at the Administrative Agent's address referred to in Section 10.02; *provided* that Advances made to finance an LC Reimbursement Obligation as provided in Section 2.02 shall be remitted by the Administrative Agent to the respective Issuing Bank or the Banks as their interests may appear.

(b) Anything in Section 3.02(a) to the contrary notwithstanding, (i) the Company may not select Term Benchmark Advances for any Borrowing if the aggregate amount of such Borrowing is less than \$10,000,000 or if the obligation of the Banks to make Term Benchmark Advances shall then be suspended pursuant to Section 3.07 and (ii) the Term Benchmark Advances may not be outstanding as part of more than ten separate Borrowings.

(c) Each Notice of Borrowing shall be irrevocable and binding on the Company.

(d)

(i) Unless the Administrative Agent shall have received notice from a Bank prior to the time of any Borrowing that such Bank will not make available to the Administrative Agent such Bank's ratable portion of such Borrowing, the Administrative Agent may assume that such Bank has made such portion available to the Administrative Agent on the date of such Borrowing in accordance with Section 3.02(a) and the Administrative Agent may, in reliance upon such assumption, make available to the Company on such date a corresponding amount. If and to the extent that such Bank shall not have so made such ratable portion available to the Administrative Agent, such Bank and the Company severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Company to but excluding the date of payment to the Administrative Agent, at (x) in the case of the Company, the interest rate applicable at the time to Advances comprising such Borrowing and (y) in the case of such Bank, the NYFRB Rate. If such Bank shall repay to the Administrative Agent such corresponding amount, such amount so repaid shall constitute such Bank's Advance as part of such Borrowing for purposes of this Agreement.

(ii) Unless the Administrative Agent shall have received notice from the Company prior to the date on which any payment is due to the Administrative Agent for the account of the Banks or hereunder that the Company will not make such payment, the Administrative Agent may assume that the Company has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Banks the amount due. In such event, if the Company has not in fact made such payment, then each of the Banks severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Bank in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the NYFRB Rate. A notice of the Administrative Agent to any Bank or the Company with respect to any amount owing under this clause (d) shall be conclusive, absent manifest error.

(e) The failure of any Bank to make any LC Disbursement or any payment under Section 2.01(b)(2) or the Advance to be made by it as part of any Borrowing shall not relieve any other Bank of its obligation, if any, hereunder to make its LC Disbursement or payment or its Advance, but no Bank shall be responsible for the failure of any other Bank to make such LC Disbursement or payment or the Advance to be made by such other Bank.

(f) Subject to Section 3.07, each Advance shall be comprised entirely of Base Rate Advances or Term Benchmark Advances, as the Company may request in accordance herewith. Each lender at its option may make any Advance by causing any domestic or foreign branch or Affiliate of such lender to make such Advance; provided that any exercise of such option shall not affect the obligation of the Company to repay such Advance in accordance with the terms of this Agreement.

SECTION 3.03. Notes. Any Bank may request that the Advances made or to be made by it be evidenced by a promissory note of the Company. In such event, the Company shall promptly prepare, execute and deliver to such Bank a promissory note payable to such Bank (and its registered assigns), in substantially the form of Exhibit C (a "Note"), in an amount equal to the Commitment of such Bank.

SECTION 3.04. Termination, Reduction, Extension or Increase of the Revolving Credit Commitments.

(a) Unless previously terminated, the Commitments shall automatically terminate on the last day of the Revolving Credit Availability Period.

(b) The Company may at any time terminate, or from time to time reduce ratably in part, the Commitments; provided that (i) any reduction of the Commitments shall be in the aggregate amount of \$10,000,000 or an integral multiple of \$1,000,000 in excess thereof and (ii) the Company shall not terminate or reduce the aggregate amount of the Commitments if, after giving effect thereto, the sum of the aggregate LC Exposures *plus* the aggregate principal amount of the Advances then outstanding would exceed the aggregate amount of the Commitments. No termination or reduction of any of the Commitments shall in any way reduce or otherwise alter the obligations of any Issuing Bank under an outstanding Letter of Credit or the obligations of any of the Banks under or in connection with any outstanding Letter of Credit.

(c) The Company shall notify the Administrative Agent of any election to terminate or reduce the Commitments under Section 3.04(b) at least two Business Days prior to the effective date of each such termination or reduction, specifying such election and the effective date thereof; provided that a notice of termination delivered by the Company may state that such notice is conditioned upon the occurrence of any event, in which case such notice may be revoked by the Company (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Promptly following receipt of any notice, the Administrative Agent shall advise the Banks of the contents thereof.

(d) Each termination or reduction of the Commitments shall be permanent.

(e) (i) The Company may, by notice to the Administrative Agent (which shall promptly notify the Banks) not more than 45 Business Days and not less than 30 Business Days prior to any anniversary of the Effective Date (such anniversary date, the “Extension Date”), request (each, an “Extension Request”) that the Banks extend the Commitment Termination Date then in effect (the “Existing Termination Date”) for an additional year. Each Bank, acting in its sole discretion, shall, by notice to the Company and the Administrative Agent given at least 15 Business Days (or such day as shall be acceptable to the Company) prior to the relevant Extension Date, advise the Company whether or not such Bank agrees to such extension; *provided* that any Bank that does not so advise the Company shall be deemed to have rejected such Extension Request. The election of any Bank to agree to such extension shall not obligate any other Bank to so agree.

(ii) The Company shall have the right at any time on or prior to the relevant Extension Date to replace any non-extending Bank (a “Non-Extending Bank”) with, and otherwise add to this Agreement, one or more other banks (which may include any Bank) each of which shall be an Eligible Bank (each an “Additional Commitment Bank”; each Additional Commitment Bank, together with any Bank that extends its Commitment, being collectively called the “Continuing Banks”), in each case with the consent of the Administrative Agent (other than in the case of an Additional Commitment Bank that is already a Bank hereunder) and each Issuing Bank (each such consent not to be unreasonably withheld or delayed). Each Additional Commitment Bank which has been so approved shall enter into an agreement in form and substance satisfactory to the Company and the Administrative Agent pursuant to which such Additional Commitment Bank shall, effective as of the relevant Extension Date, undertake a Commitment and (if not already a Bank under this Agreement) become a Bank hereunder (and, if such Additional Commitment Bank is already a Bank, agree to increase its Commitment hereunder) in the agreed amount. With respect to any Non-Extending Bank that shall not be replaced by an Additional Commitment Bank on the relevant Extension Date, the Existing Termination Date for such Non-Extending Bank shall remain unchanged (and the Advances made by such Bank shall be repayable on such date).

(iii) Effective as of such Extension Date, (A) the Commitment Termination Date (with respect to the Commitment of each Bank that has agreed to so extend its Commitment and of each Additional Commitment Bank) shall be extended to the date falling one year after the Existing Termination Date and each Additional Commitment Bank shall thereupon become a “Bank” for all purposes of this Agreement and (B) the Commitment of each Non-Extending Bank that is to be replaced by an Additional Commitment Bank on such Extension Date shall be terminated and (C) each Additional Commitment Bank if not already a Bank under this Agreement shall become a Bank under this Agreement.

(iv) Notwithstanding the foregoing, the extension of the Existing Termination Date shall not be effective with respect to any Continuing Bank unless:

(A) no Default shall have occurred and be continuing on the relevant Extension Date and after giving effect to such extension; and

(B) the Administrative Agent shall have received a certificate from a Responsible Officer certifying that the representations and warranties contained in this Agreement are true and correct on and as of the relevant Extension Date and after giving effect to such extension as though made on and as of such date; provided that, for purposes of the foregoing, the date set forth in the last sentence of Section 6.01(e) shall be deemed to be December 31 of the year for which the Company shall most recently have delivered the annual audited financial statements referenced in Section 7.01(f)(ii).

(v) If any Advances or Letters of Credit shall be outstanding on the relevant Extension Date (to the extent that there are Additional Commitment Banks on such Extension Date) or on the relevant Existing Termination Date (to the extent that there are Non-Extending Banks whose Commitment is terminating on such Existing Termination Date), the Company shall borrow from each of the Continuing Banks, and the Continuing Banks shall make Advances to the Company (in the case of Term Benchmark Advances, with Interest Period(s) ending on the date(s) of any then outstanding Interest Period(s)) and shall be deemed to have acquired the participations of any Non-Extending Bank whose Commitment is terminating on either such date in any outstanding Letters of Credit, and (notwithstanding the provisions of Section 4.04(g) requiring that borrowings and prepayments be made ratably in accordance with the principal amounts of the Advances held by the Banks) the Company shall have paid in full the principal of and interest on all of the Advances made by such Non-Extending Bank to the Company hereunder, together with any other amounts payable hereunder to such Non-Extending Bank (including any amounts owing pursuant to Section 10.04(c) as a result of such payment), so that after giving effect to such Advances, purchases and prepayments, the Advances (and Interest Period(s) of Term Benchmark Advance(s)) and LC Exposure in respect of all outstanding Letters of Credit shall be held by the Continuing Banks ratably in accordance with the respective amounts of their Commitments (as modified on the either such date) and, in that connection, the Issuing Bank shall be deemed to have released such Non-Extending Bank on either such date if such Non-Extending Bank's Commitment is to be terminated on such date.

(f) The Company shall have the right, so long as no Default shall have occurred and be continuing, without the consent of any Bank (except as described in clause (i) below) but with the consent of the Administrative Agent and each Issuing Bank (each such consent not to be unreasonably withheld or delayed), at any time on one or more occasions, to increase the aggregate amount of the Commitments in an aggregate amount set forth in such request by requesting any Bank or Banks to increase its (or their) Commitment (or Commitments) and/or adding one or more banks hereto each of which shall be an Eligible Bank (each such bank to thereupon become a "Bank" hereunder) (any such new or increasing Bank, a "New/Increasing Bank"); *provided* that:

(i) in no event shall any Bank's Commitment be increased without the consent of such Bank (and any Bank that does not affirmatively accept such request by a time identified by the Company in its request shall be deemed to have rejected it);

(ii) any such increase shall be in an integral multiple of \$10,000,000 and in no event shall any such increase result in the aggregate amount of Total Commitments under this Agreement and the Total Commitments as defined in and under the 2023 364 Day Revolving Credit Agreement, collectively, to exceed \$6,500,000,000;

(iii) the Company, the Administrative Agent and, as applicable, each New/Increasing Bank shall have executed and delivered to the Administrative Agent an agreement in form and substance reasonably satisfactory to each such Person;

(iv) the Administrative Agent shall have received the relevant Notice of Issuance or Notice of Increase in accordance with Section 2.01(d);

(v) the Administrative Agent shall have received (A) evidence reasonably satisfactory to it (including without limitation a certified copy of a resolution of the Board of Directors of the Company and a customary legal opinion of counsel to the Company) that such increase in the Commitments, and borrowings thereunder, have been duly authorized and (B) a certificate from a Responsible Officer certifying that all the representations and warranties contained in Section 6.01 are true and correct in all material respects (other than any representation or warranty qualified by materiality or Material Adverse Effect, which shall be true and correct in all respects) on and as of the relevant Increase Date as though made on and as of such Increase Date; *provided* that, for purposes of the foregoing, the date set forth in the last sentence of Section 6.01(e) shall be deemed to be December 31 of the year for which the Company shall most recently have delivered the annual audited financial statements referenced in Section 7.01(f)(ii); and

(vi) if the aggregate offered increased Commitments of the New/Increasing Banks exceeds the amount of the requested increase, such increased Commitments will be allocated among the New/Increasing Banks as determined by the Company in consultation with the Administrative Agent.

Notwithstanding anything herein to the contrary, if any Advances or Letters of Credit shall be outstanding on the date that any such increase is to become effective (an "Increase Date"), each relevant Bank shall assign to each relevant New/Increasing Bank, and each relevant New/Increasing Bank shall purchase at the principal amount thereof such interests in such Advances or Letters of Credit as shall be necessary so that after giving effect to such assignments and purchases, the Advances (and Interest Period(s) of Term Benchmark Advance(s)) and LC Exposure in respect of all outstanding Letters of Credit shall be held by the Banks ratably in accordance with the respective amounts of their Commitments (as modified on such Increase Date) and, in that connection, the Issuing Bank shall be deemed to have released each relevant Bank on such Increase Date to the extent required to effect the foregoing.

SECTION 3.05. Repayment of Advances and Evidence of Indebtedness.

(a) The Company shall repay to the Administrative Agent for the ratable account of the Banks on the Commitment Termination Date the aggregate principal amount of the Advances then outstanding.

(b) Each Bank shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Company to such Bank resulting from each Advance made by such Bank, including the amounts of principal and interest payable and paid to such Bank from time to time hereunder. The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Advance made hereunder, the Type thereof and the Interest Period, if any, applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Company to each Bank hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Banks and each Bank's share thereof. The entries made in the accounts maintained pursuant to this Section shall be *prima facie* evidence of the existence and amounts of the obligations recorded therein; provided that (x) the failure of any Bank or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Company to repay the Advances in accordance with the terms of this Agreement and (y) if there shall be any difference in the amounts reflected in the accounts maintained by the Administrative Agent pursuant to the second sentence of this Section 3.05(b) and the accounts maintained by the Banks pursuant to the first sentence of this Section 3.05(b), in the absence of manifest error the accounts maintained by the Administrative Agent shall control.

SECTION 3.06. Interest on Advances. The Company shall pay interest on the unpaid principal amount of each Advance, from the date of such Advance until such principal amount shall be paid in full, at the following rates per annum:

(a) Base Rate Advances. During such periods as such Advance is a Base Rate Advance, a rate per annum equal at all times to the sum of (i) the Base Rate in effect from time to time *plus* (ii) the Applicable Margin, payable quarterly in arrears on the last day of each March, June, September, December and the Commitment Termination Date.

(b) Term Benchmark Advances. During such periods as such Advance is a Term Benchmark Advance, a rate per annum equal at all times during each Interest Period for such Advance to the sum of (i) the Adjusted Term SOFR Rate for such Interest Period for such Advance *plus* (ii) the Applicable Margin, payable in arrears on the last day of such Interest Period and, if such Interest Period has a duration of more than three months, on each day that occurs during such Interest Period every three months from the first day of such Interest Period, on the date such Advance shall be Converted or paid in full and on the Commitment Termination Date.

(c) Default Interest. Notwithstanding Sections 3.06(a) and 3.06(b), upon the occurrence and during the continuance of an Event of Default under Section 8.01(a), the Administrative Agent may, and upon the request of the Majority Banks shall, require the Company to pay interest ("Default Interest") on the outstanding principal amount of each overdue Advance, and on the unpaid overdue amount of all interest, fees and other amounts payable by the Company hereunder, such interest to be paid in arrears on the date such amount shall be paid in full and on demand, at a rate per annum equal at all times to (i) in the case of any amount of principal, 2% per annum above the rate per annum required to be paid pursuant to paragraph (a) or (b) above, as the case may be and (ii) in the case of all other amounts, 2% per annum above the Base Rate *plus* the Applicable Margin from time to time; provided, however, that following acceleration of the Advances pursuant to Section 8.01, Default Interest shall accrue and be payable hereunder whether or not previously required by the Administrative Agent.

SECTION 3.07. Interest Rate Determination.

(a) The Administrative Agent shall give prompt notice to the Company and the Banks of the applicable interest rate determined by the Administrative Agent for purposes of Section 3.06(a) (solely with respect to Base Rate Advances determined on the basis of the one month Adjusted Term SOFR Rate) and Section 3.06(b).

(b) If the Company shall fail to select the duration of any Interest Period for any Term Benchmark Advances in accordance with the provisions contained in the definition of “Interest Period” in Section 1.01, the Administrative Agent will forthwith so notify the Company and the Banks and the Company will be deemed to have selected an Interest Period of one month.

(c) If the aggregate unpaid principal amount of Term Benchmark Advances comprising any Borrowing shall be reduced, by payment or prepayment or otherwise, to less than \$10,000,000, such Advances shall automatically Convert into Base Rate Advances on the last day of the Interest Period applicable thereto.

(d) Subject to clauses (e), (f), (g), (h), (i) and (j) of this Section 3.07, if:

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

(ii) the Administrative Agent is advised by the Majority Banks that (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, the Adjusted Term SOFR Rate for such Interest Period will not adequately and fairly reflect the cost to such Banks of making or maintaining their Advances included in such Borrowing for such Interest Period or (B) at any time, the Adjusted Daily Simple SOFR Rate will not adequately and fairly reflect the cost to such Banks of making or maintaining their Advances included in such Borrowing;

then the Administrative Agent shall give notice thereof to the Company and the Banks by telephone, telecopy or electronic mail as promptly as practicable thereafter and, until (x) the Administrative Agent notifies the Company and the Banks that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Company delivers a new notice of Conversion in accordance with the terms of Section 3.08 or a new Notice of Borrowing in accordance with the terms of Section 3.02, (1) any notice of Conversion that requests the conversion of any Borrowing to, or Continuation of any Borrowing as, a Term Benchmark Borrowing and any Notice of Borrowing that requests a Term Benchmark Borrowing shall instead be deemed to be an notice of Conversion or Continuation or a Notice of Borrowing, as applicable, for (x) an RFR Borrowing so long as the Adjusted Daily Simple SOFR Rate is not also the subject of Section 3.07(d)(i) or (ii) above or (y) a Base Rate Borrowing if the Adjusted Daily Simple SOFR Rate also is the subject of Section 3.07(d)(i) or (ii) above and (2) any Notice of Borrowing that requests an RFR Borrowing shall instead be deemed to be a Notice of Borrowing, as applicable, for a Base Rate Borrowing; provided that if the circumstances giving rise to such notice affect only one Type of Borrowings, then all other Types of Borrowings shall be permitted. Furthermore, if any Term Benchmark Advance or RFR Advance is outstanding on the date of the Company’s receipt of the notice from the Administrative Agent referred to in this Section 3.07(d) with respect to a Relevant Rate applicable to such Term Benchmark Advance or RFR Advance, then until (x) the Administrative Agent notifies the Company and the Banks that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Company delivers a new notice of Conversion in accordance with the terms of Section 3.08 or a new Notice of Borrowing in accordance with the terms of Section 3.02, (1) any Term Benchmark Advance shall on the last day of the Interest Period applicable to such Advance (or the next succeeding Business Day if such day is not a Business Day), be converted by the Administrative Agent to, and shall constitute, (x) an RFR Borrowing so long as the Adjusted Daily Simple SOFR Rate is not also the subject of Section 3.07(d)(i) or (ii) above or (y) a Base Rate Advance if the Adjusted Daily Simple SOFR Rate also is the subject of Section 3.07(d)(i) or (ii) above, on such day, and (2) any RFR Advance shall on and from such day be converted by the Administrative Agent to, and shall constitute a Base Rate Advance.

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

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

(g) The Administrative Agent will promptly notify the Company and the Banks of (and, if applicable, provide the relevant amendment to this Agreement related to) (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (f) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Bank pursuant to this Section 3.07, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.07.

(h) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of “Interest Period” for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(i) Upon the Company's receipt of notice of the commencement of a Benchmark Unavailability Period, the Company may revoke any request for a Term Benchmark Borrowing or RFR Borrowing of, conversion to or continuation of Term Benchmark Advances to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Company will be deemed to have converted any request for a Term Benchmark Borrowing into a request for a Borrowing of or conversion to (A) an RFR Borrowing so long as the Adjusted Daily Simple SOFR Rate is not the subject of a Benchmark Transition Event or (B) a Base Rate Borrowing if the Adjusted Daily Simple SOFR Rate is the subject of a Benchmark Transition Event. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate. Furthermore, if any Term Benchmark Advance or RFR Advance is outstanding on the date of the Company's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Advance or RFR Advance, then until such time as a Benchmark Replacement is implemented pursuant to this Section 3.07, (1) any Term Benchmark Advance shall on the last day of the Interest Period applicable to such Advance (or the next succeeding Business Day if such day is not a Business Day), be converted by the Administrative Agent to, and shall constitute, (x) an RFR Borrowing so long as the Adjusted Daily Simple SOFR Rate is not the subject of a Benchmark Transition Event or (y) a Base Rate Advance if the Adjusted Daily Simple SOFR Rate is the subject of a Benchmark Transition Event, on such day and (2) any RFR Advance shall on and from such day be converted by the Administrative Agent to, and shall constitute a Base Rate Advance.

(j) Notwithstanding any contrary provision of this Agreement, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Majority Banks, so notifies the Company, then, so long as such Event of Default is continuing (i) unless repaid, each Term Benchmark Advance will automatically, on the final day of the then existing Interest Period therefor, Convert into a Base Rate Advance, and (ii) the obligation of the Banks to Convert Base Rate Advances into Term Benchmark Advances shall be suspended.

SECTION 3.08. Optional Conversion of Advances. The Company may on any Business Day, upon notice given to the Administrative Agent not later than 11:00 a.m. (New York City time) on the third Business Day prior to the date of the proposed Conversion, Convert all Advances of one Type comprising the same Borrowing into Advances of the other Type or Continue Term Benchmark Advances (and in the absence of timely notice of Continuation, such Term Benchmark Advances shall Convert to Base Rate Advances on the last day of the then current Interest Period); provided that any Conversion of Term Benchmark Advances into Base Rate Advances shall be made only on the last day of an Interest Period for such Term Benchmark Advances, any Conversion of Base Rate Advances into Term Benchmark Advances shall be in an amount not less than the minimum amount specified in Section 3.02(b) and no Conversion of any Advances shall result in more separate Borrowings than permitted under Section 3.02(b). Each such notice of a Conversion shall, within the restrictions specified above, specify (i) the date of such Conversion, (ii) the Advances to be Converted, and (iii) if such Conversion is into Term Benchmark Advances, the duration of the initial Interest Period for such Advances. Each notice of Conversion or Continuation shall be irrevocable and binding on the Company.

SECTION 3.09. Optional Prepayment of Advances. The Company may, upon same day notice not later than 11:00 a.m. (New York City time), in the case of Base Rate Advances, and upon not less than two Business Days' notice, in the case of Term Benchmark Advances, to the Administrative Agent stating the proposed date and aggregate principal amount of the prepayment, and if such notice is given the Company shall, prepay the outstanding principal amount of the Advances comprising part of the same Borrowing in whole or ratably in part, together with accrued interest (solely with respect to Term Benchmark Advances) to the date of such prepayment on the principal amount prepaid; provided that (x) each partial prepayment shall be in a minimum aggregate principal amount of \$10,000,000 or an integral multiple of \$1,000,000 in excess thereof and (y) in the event of any such prepayment of a Term Benchmark Advance, the Company shall be obligated to reimburse the Banks in respect thereof pursuant to Section 10.04(c), to the extent applicable; provided, further, that, if a notice of prepayment is given in connection with a conditional notice of termination of Commitments as contemplated by Section 3.04(c), then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 3.04(c) and the Company shall remain liable for any amounts in respect of such proposed prepayment pursuant to Section 10.04(c).

SECTION 3.10. Use of Proceeds. The proceeds of the Advances shall be available (and the Company agrees that such proceeds shall be used) for general corporate purposes of the Company and its Subsidiaries, including for payment of LC Reimbursement Obligations.

ARTICLE IV  
FEES; CERTAIN COMMON PROVISIONS

SECTION 4.01. Fees.

(a) Commitment Fee. The Company shall pay to the Administrative Agent for the account of each Bank a commitment fee at the Applicable Commitment Fee Rate on the daily average unused amount of the Revolving Credit Commitment of such Bank during the period from the date of this Agreement until, but excluding, the last day of the Revolving Credit Availability Period, for commitment fees accrued through and including each Quarterly Date payable in arrears on the fifteenth day following such Quarterly Date and on the date of termination of the Revolving Credit Commitments (or, if later, within three Business Days after the Company receives an invoice therefor from the Administrative Agent); provided that no Defaulting Bank shall be entitled to receive any commitment fee in respect of its unused Revolving Credit Commitment for any period during which that Bank is a Defaulting Bank (and the Company shall not be required to pay such fee that otherwise would have been required to have been paid to that Defaulting Bank). All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day and the last day of each period but excluding the date on which the Commitments terminate).

(b) Letter of Credit Fees. The Company shall pay (i) to the Administrative Agent for the account of each Bank a letter of credit commission at a rate per annum equal to the Applicable Margin for Term Benchmark Advances on the average daily aggregate undrawn amount of each Letter of Credit during the period from the date of issuance thereof until the date on which such Bank ceases to have any LC Exposure; provided, that no Defaulting Bank shall be entitled to receive any commission in respect of Letters of Credit for any period during which that Bank is a Defaulting Bank (and the Company shall not be required to pay such commission to that Defaulting Bank but shall pay such commission in the manner and to the extent set forth in Section 2.07), and (ii) directly to each Issuing Bank a fronting fee, which shall accrue at the rate or rates per annum separately agreed upon between the Company and such Issuing Bank, on the average daily amount of the LC Exposure with respect to outstanding Letters of Credit issued by such Issuing Bank (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of termination of the Commitments and the date on which there ceases to be any LC Exposure in respect of Letters of Credit issued by such Issuing Bank, as well as such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Letter of credit commission and fronting fees accrued through and including each Quarterly Date shall be payable on the fifteenth day following such Quarterly Date (or, if later, within three Business Days after the Company receives an invoice therefor from the Administrative Agent), commencing on the first such date to occur after the Effective Date; provided that all such fees shall be payable on the date on which the Commitments terminate and any such fees accruing after the date on which the Commitments terminate shall be payable on demand. Any other fees payable to an Issuing Bank pursuant to this paragraph shall be payable within 10 days after written demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) Agent's Fee. The Company shall pay to the Administrative Agent for its own account all fees payable in the amounts and at the times separately agreed upon between the Company and the Administrative Agent with respect to the performance of its agency duties hereunder.

(d) Payment of Fees. All commitment fees and letter of credit commissions payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent for distribution, in the case of commitment fees and letter of credit commissions, to the Banks entitled thereto. Fees paid hereunder shall not be refundable under any circumstances.

SECTION 4.02. Increased Costs.

(a) If, due to either (i) the introduction of or any change in any law or regulation or in the interpretation or administration of any law or regulation by any governmental authority charged with the interpretation or administration thereof occurring after the date of this Agreement (a "Change in Law") or (ii) the compliance with any guideline or request from any central bank or other governmental authority (whether or not having the force of law), made or issued after the date of this Agreement, there shall be any increase in the cost (other than due to any imposition of or increase in Taxes described in clauses (ii) through (iv) of the definition of Excluded Taxes, Indemnified Taxes or Other Connection Taxes that are imposed on the Bank's income (however denominated) or that are franchise or branch profits Taxes) to any Bank of agreeing to make or making, continuing, converting to, funding or maintaining Term Benchmark Advances by an amount deemed by such Bank to be material, then the Company shall from time to time, upon demand by such Bank (with a copy of such demand to the Administrative Agent), pay to the Administrative Agent for the account of such Bank additional amounts sufficient to compensate such Bank for such increased cost. A certificate as to the amount of such increased cost submitted to the Company and the Administrative Agent by such Bank shall be conclusive and binding for all purposes, absent manifest error. The Company shall pay such Bank the amount shown as due on any such certificate within 15 Business Days after receipt thereof.

(b) If any Bank determines that compliance with any law or regulation or any guideline or request from any central bank or other governmental authority, made or issued after the date of this Agreement, (whether or not having the force of law, and for the avoidance of doubt, including any changes resulting from requests, rules, guidelines or directives concerning capital adequacy or liquidity issued in connection with (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, regardless of the date enacted, adopted or issued) affects or would affect the amount of capital or liquidity required or expected to be maintained by such Bank or any company controlling such Bank and that the amount of such capital or liquidity is increased by or based upon the existence of such Bank's Commitment, the Letters of Credit or the Advances, then, upon demand by such Bank (with a copy of such demand to the Administrative Agent), the Company shall pay to the Administrative Agent for the account of such Bank, from time to time as specified by such Bank, additional amounts sufficient to compensate such Bank or such company in the light of such circumstances, to the extent that such Bank reasonably determines such increase in capital to be allocable to the existence thereof. A certificate as to such amounts submitted to the Company and the Administrative Agent by such Bank shall be conclusive and binding for all purposes, absent manifest error. Such certificate shall certify that the claim for additional amounts referred to therein is generally consistent with such Bank's treatment of similarly situated customers of such Bank whose transactions with such Bank are similarly affected by the change in circumstances giving rise to such payment, but such Bank shall not be required to disclose any confidential or proprietary information therein. The Company shall pay such Bank the amount shown as due on any such certificate within 15 Business Days after receipt thereof.

(c) Failure or delay on the part of any Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Bank's right to demand such compensation; provided that the Company shall not be required to compensate a Bank pursuant to this Section for any increased costs incurred or reductions suffered more than six months prior to the date that such Bank notifies the Company of the relevant circumstance giving rise to such increased costs or reductions, and of such Bank's intention to claim compensation therefor (except that, if the legal requirement giving rise to such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof).

SECTION 4.03. Illegality. Notwithstanding any other provision of this Agreement, if any Bank shall notify the Administrative Agent that the introduction of or any change in or in the interpretation of any law or regulation makes it unlawful, or any central bank or other governmental authority asserts that it is unlawful, for such Bank or its Lending Office to perform its obligations hereunder to make Term Benchmark Advances or to fund or maintain Term Benchmark Advances hereunder, (i) each Term Benchmark Advance of such Bank will automatically, upon such demand, Convert into a Base Rate Advance and (ii) the obligation of such Bank to make, or to Convert Advances into, Term Benchmark Advances shall be suspended until the Administrative Agent shall notify the Company and such Bank that the circumstances causing such suspension no longer exist and such Bank shall make Base Rate Advances in the amount and on the dates that it would have been requested to make Term Benchmark Advances had no such suspension been in effect.

SECTION 4.04. Payments and Computations.

(a) The Company shall make each payment required to be made by it hereunder (whether of principal of, or interest on, the Advances, fees, LC Reimbursement Obligations or otherwise) prior to 1:00 p.m. New York City time, on the day when due (or, if later, within three Business Days after the Company receives an invoice therefor from the Administrative Agent), in Dollars and immediately available funds, without 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.

(b) All such payments shall be made to the Administrative Agent at the Administrative Agent's Account, except that payments pursuant to Section 10.04 shall be made directly to the Persons entitled thereto and payments to be made directly to an Issuing Bank as expressly provided herein shall be so made. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof.

(c) If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

(d) Upon its acceptance of an Assignment and Assumption and recording of the information contained therein in the Register, from and after the effective date specified in such Assignment and Assumption, the Administrative Agent shall make all payments hereunder in respect of the interest assigned thereby to the Bank assignee thereunder, and the parties to such Assignment and Assumption shall make all appropriate adjustments in such payments for periods prior to such effective date directly between themselves.

(e) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts then due hereunder, such funds shall be applied (i) first, to pay costs and expenses, if any, of the Administrative Agent required to be reimbursed hereunder, (ii) second, to pay interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to them, and (iii) third, to pay principal of Advances and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of Advances and unreimbursed LC Disbursements, respectively, then due to them.

(f) All computations of interest based on the Base Rate at times when the Base Rate is based on the Prime Rate shall be made by the Administrative Agent on the basis of a year of 365 or 366 days, as the case may be, and all computations of interest based on the Adjusted Term SOFR Rate or the NYFRB Rate and of commitment fees, and of letter of credit commissions shall be made by the Administrative Agent on the basis of a year of 360 days, in each case for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest, commitment fees, or letter of credit commissions are payable. Each determination by the Administrative Agent of an interest rate hereunder shall be conclusive and binding for all purposes, absent manifest error.

(g) Except to the extent otherwise provided herein (i) each payment of principal of Advances shall be for the *pro rata* account of the Banks in accordance with the amounts of the Advances made by them, (ii) each reimbursement of LC Disbursements shall be for the *pro rata* account of the Banks or the applicable Issuing Bank, as the case may be, in accordance with the amounts of the LC Disbursements made by them or it, (iii) each payment of commitment fee and letter of credit commission shall be for the *pro rata* account of the Banks, and each increase or reduction of the Maximum Amount or reduction of the amount of the Commitments under Section 3.04(b) shall be applied *pro rata* to the respective obligations of the Banks, according to their respective Applicable Percentages; and (iii) each payment of interest shall be made for the *pro rata* account of the Banks in accordance with the amounts of interest then due and payable to them.

(h) Unless the Administrative Agent shall have received notice from the Company prior to the date on which any payment is due to the Administrative Agent for the account of the Banks hereunder that the Company will not make such payment, the Administrative Agent may assume that the Company made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Banks the amount due. In such event, if the Company has not in fact made such payment, then each of the Banks severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Bank with interest thereon, for each day from the date such amount is distributed to it to the date of payment to the Administrative Agent, at the NYFRB Rate.

#### SECTION 4.05. Taxes.

(a) Any and all payments by a Loan Party under the Loan Documents shall be made free and clear of and without deduction or withholding for any and all present or future taxes, or similar levies, imposts, deductions, charges or withholdings, and all interest, additions to tax or penalties applicable thereto ("Taxes"), except as required by applicable law. If a Loan Party or the Administrative Agent shall be required by law to deduct or withhold any Tax from or in respect of any sum payable hereunder or under the Notes to any Bank or the Administrative Agent, (i) if such Tax is an Indemnified Tax, the sum payable shall be increased as may be necessary so that after making all required deductions and withholdings (including deductions and withholdings applicable to additional sums payable under this Section 4.05) such Bank or the Administrative Agent (as the case may be) receives an amount equal to the sum it would have received had no such deductions or withholdings been made, (ii) the Loan Party or the Administrative Agent shall make such deductions or withholdings and (iii) the Loan Party or the Administrative Agent shall pay the full amount deducted or withheld to the relevant taxing authority or other authority in accordance with applicable law.

(b) In addition, the Loan Parties agree to pay any present or future stamp or documentary Taxes or any other excise or property Taxes, charges or similar levies which arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, the Loan Documents, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to a request by the Company under Section 4.06) (“Other Taxes”).

(c) The Loan Parties will jointly and severally indemnify each Bank and the Administrative Agent for the full amount of Indemnified Taxes or Other Taxes (including any Indemnified Taxes and Other Taxes imposed by any jurisdiction on amounts payable under this Section 4.05) paid by such Bank, or the Administrative Agent (as the case may be) and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally asserted by the relevant taxing authority. This indemnification shall be made within 30 days from the date such Bank, or the Administrative Agent (as the case may be) makes written demand therefor. A certificate as to the amount of such Indemnified Taxes and Other Taxes, submitted to the Company and the Administrative Agent by such Bank shall be conclusive and binding (as between the Loan Parties, the Banks and the Administrative Agent) for all purposes, absent manifest error. Nothing herein shall preclude the Company from contesting the applicability of any Indemnified Taxes or Other Taxes as against any governmental entity, and each Bank and the Administrative Agent agrees to cooperate in such manner as the Company may reasonably request in contesting any such Indemnified Taxes or Other Taxes (provided that neither any Bank nor the Administrative Agent shall be required to so cooperate with the Company to the extent such Bank or the Administrative Agent reasonably believes that (i) such Indemnified Taxes or Other Taxes have been correctly asserted or (ii) such cooperation would be disadvantageous to it in any material way).

(d) Within 30 days after the date of any payment of Indemnified Taxes, the Company will furnish to the Administrative Agent, at its address referred to in Section 10.02, the original or a certified copy of a receipt evidencing payment thereof or other proof of payment of such Indemnified Taxes reasonably satisfactory to the Administrative Agent.

(e) Any Bank that is entitled to an exemption from or reduction of withholding Tax with respect to payments made pursuant to this Agreement shall deliver to the Company and the Administrative Agent, at the time or times reasonably requested by the Company or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Company or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Bank, if reasonably requested by the Company or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Company or the Administrative Agent as will enable the Company or the Administrative Agent to determine whether or not such Bank 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 Section 4.05(e)(i), (ii) and (iii) below) shall not be required if in the Bank’s reasonable judgment such completion, execution or submission would subject such Bank to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Bank.

(i) Each Bank organized under the laws of a jurisdiction outside the United States, on or prior to the date of the execution and delivery of this Agreement (in the case of each Bank party hereto as of the date hereof) and on the date of the Assignment and Assumption pursuant to which it becomes a Bank (in the case of each other Bank), and from time to time thereafter if requested in writing by the Company (but only so long as such Bank remains lawfully able to do so), shall provide the Company with whichever of the following is applicable:

(A) executed copies of Internal Revenue Service Form W-8ECI or W-8BEN-E, or any successor form prescribed by the Internal Revenue Service, certifying that: (i) such Bank is entitled to benefits under an income tax treaty to which the United States is a party which reduces the rate of withholding Tax on any payment pursuant to any Loan Document or (ii) the income receivable pursuant to this Agreement or any other Loan Document is effectively connected with the conduct of a trade or business in the United States;

(B) in the case of a Bank claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Internal Revenue Code, (x) a certificate substantially in the form of Exhibit F-1 to the effect that such Bank is not a “bank” within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code, a “10 percent shareholder” of the Company within the meaning of Section 881(c)(3)(B) of the Internal Revenue Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Internal Revenue Code (a “U.S. Tax Compliance Certificate”) and (y) executed copies of IRS Form W-8BEN-E; or

(C) executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit F-2 or Exhibit F-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Bank is a partnership and one or more direct or indirect partners of such Bank are claiming the portfolio interest exemption, such Bank 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.

(ii) In the case of a Bank that is a “United States person” as defined in Section 7701(a)(30) of the Internal Revenue Code, such Bank shall provide the Company, on or prior to the date of the execution and delivery of this Agreement (in the case of each Bank party hereto as of the date hereof) and on the date of the Assignment and Assumption pursuant to which it becomes a Bank (in the case of each other Bank), and from time to time thereafter if requested in writing by the Company, with executed copies of Internal Revenue Service Form W-9 (or any successor form) certifying that such Bank is exempt from U.S. federal backup withholding Tax.

(iii) If a payment made to a Bank would be subject to United States federal withholding Tax imposed by FATCA if such Bank were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Internal Revenue Code, as applicable), such Bank shall deliver to the Company and the Administrative Agent, at the time or times prescribed by law and at such time or times reasonably requested in writing by the Company or the Administrative Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Internal Revenue Code) and such additional documentation reasonably requested in writing by the Company or the Administrative Agent as may be necessary for the Company or the Administrative Agent to comply with its obligations under FATCA, to determine that such Bank has complied with such Bank’s obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (iii), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

(iv) Each Bank shall, to the extent it is legally entitled to do so, deliver to the Company and the Administrative Agent (in such number of copies as shall be requested by the Company or the Administrative Agent) on or prior to the date on which such Bank becomes a Bank under this Agreement (and from time to time thereafter upon the reasonable request of the Company or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Company or the Administrative Agent to determine the withholding or deduction required to be made.

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

(f) Any Bank claiming any additional amounts payable pursuant to this Section 4.05 shall use reasonable efforts (consistent with legal and regulatory restrictions) to change the jurisdiction of its Lending Office if the making of such a change would avoid the need for, or reduce the amount of, any such additional amounts that may thereafter accrue and would not, in the reasonable judgment of such Bank, be otherwise disadvantageous to such Bank.

(g) If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 4.05 (including by the payment of additional amounts pursuant to this Section 4.05), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 4.05 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant governmental authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (g) (plus any penalties, interest or other charges imposed by the relevant governmental authority) in the event that such indemnified party is required to repay such refund to such governmental authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) Each Bank shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Bank (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Bank's failure to comply with the provisions of Section 10.06(f) (i) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Bank, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant governmental authority. A certificate as to the amount of such payment or liability delivered to any Bank by the Administrative Agent shall be conclusive absent manifest error. Each Bank hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Bank under any Loan Document or otherwise payable by the Administrative Agent to the Bank from any other source against any amount due to the Administrative Agent under this paragraph (h).

(i) Each party's obligations under this Section shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Bank, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

SECTION 4.06. Replacement of Banks. If (a) any Bank requests compensation under Section 4.02, (b) the Company is required to pay additional amounts to any Bank or any governmental authority for the account of any Bank pursuant to Section 4.05, (c) any Bank is a Defaulting Bank, (d) any Bank is a Non-Extending Bank, (e) any Bank does not approve any consent, waiver or amendment that (x) requires the approval of all Banks or all affected Banks in accordance with the terms of Section 10.01 and (y) has been approved by the Majority Banks (a "Non-Consenting Bank") or (f) any Bank is not an Eligible Bank, then the Company may, at its sole expense and effort, upon notice to such Bank and the Administrative Agent, require such Bank to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.06(b)), all of its interests, rights and obligations under this Agreement to an Eligible Bank that shall assume such obligations (which assignee may be another Bank, if a Bank accepts such assignment); provided that:

(i) the Company shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 10.06(b)(v);

(ii) such Bank shall have received payment of an amount equal to the outstanding principal of its Advances and funded participations in LC Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder (including any amounts under Section 10.04(c)) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Company (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under Section 4.02 or payments required to be made pursuant to Section 4.05, such assignment will result in a reduction in such compensation or payments thereafter;

(iv) such assignment does not conflict with applicable law;

(v) in the case of any assignment resulting from a Bank becoming a Non-Consenting Bank, the applicable assignee shall have consented to the applicable amendment, waiver or consent; and

(vi) in the case of any assignment resulting from a Bank becoming a Non-Extending Bank, the applicable assignee shall be a Continuing Bank.

A Bank shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Bank or otherwise, the circumstances entitling the Company to require such assignment and delegation cease to apply.

ARTICLE V  
CONDITIONS PRECEDENT

SECTION 5.01. Effective Date.(a) This Agreement shall become effective on the first date (the “Effective Date”) on which the following conditions precedent have been satisfied or waived in accordance with Section 10.01:

(a) The Administrative Agent (or its counsel) shall have received from each party hereto a counterpart of this Agreement (which subject to Section 10.09(b), may include any Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page).

(b) The Administrative Agent (or its counsel) shall have received:

(i) certified copies of (x) the organizational documents of each Loan Party and (y) the resolutions or similar authorizing documentation of the governing body of each Loan Party authorizing such Loan Party’s entry into and performance of its obligations under the Loan Documents to which it is a party.

(ii) a certificate of the Secretary or an Assistant Secretary of each Loan Party certifying the names and true signatures of the officers of such Loan Party authorized to sign the Loan Documents and the other documents to be delivered hereunder.

(iii) a certificate as to the good standing of each Loan Party dated a date reasonably close to the Effective Date from the jurisdiction of formation of such Loan Party.

(iv) a customary legal opinion from outside counsel to the Loan Parties.

(v) a certificate of a Responsible Officer of the Company certifying that (x) no Default has occurred and is continuing as of the date thereof, and (y) the representations and warranties contained in Section 6.01 are true and correct on and as of the Effective Date.

(c) All fees and other amounts due and payable under or in connection with this Agreement, on or prior to the Effective Date and including, to the extent invoiced at least three Business Days prior to the Effective Date, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Company hereunder shall have been paid.

(d) (i) The Administrative Agent shall have received all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including, without limitation, the Patriot Act, at least three Business Days prior to the Effective Date (to the extent requested in writing by the Arrangers at least ten days prior to the Effective Date) and (ii) to the extent the Company qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, any Bank that has requested, in a written notice to the Company at least ten days prior to the Effective Date, a Beneficial Ownership Certification in relation to the Company shall have received such Beneficial Ownership Certification at least three Business Days prior to the Effective Date.

(e) All obligations under the Existing Credit Agreements shall have been paid in full (other than contingent obligations not then due and payable and that by their terms survive the termination of the Existing Credit Agreements) and all commitments to extend credit thereunder shall have been terminated.

On the Effective Date, the Administrative Agent will notify the Banks and the Company in writing of the occurrence of the Effective Date, which notice shall be conclusive evidence of the occurrence of the Effective Date.

SECTION 5.02. Conditions Precedent to Each Extension of Credit and Each Amendment of each Letter of Credit. (i) The obligation of each Bank to make an Advance on the occasion of each Borrowing and (ii) the obligation of each Issuing Bank to (x) issue any Letter of Credit and (y) to amend any Letter of Credit to increase the Maximum Amount thereof pursuant to Section 2.01 shall be subject to the conditions precedent that the Effective Date shall have occurred and on the date of such issuance, such Borrowing or such increase the following statements shall be true (and each of the giving of the applicable Notice of Issuance, Notice of Borrowing or Notice of Increase and the acceptance by the Company of the proceeds of such Borrowing shall constitute a representation and warranty by the Company that on the date of such issuance, Borrowing or increase, as the case may be, such statements are true):

(a) the representations and warranties contained in Section 6.01 (other than the last sentence of Section 6.01(e) and other than Section 6.01(f)) shall be true and correct in all material respects (other than any representation or warranty qualified by materiality or Material Adverse Effect, which shall be true and correct in all respects) on and as of the date of such issuance, Borrowing or increase (except to the extent such representations and warranties expressly relate to an earlier date in which case they are true and correct in all material respects as of such earlier date (other than any representation or warranty qualified by materiality or Material Adverse Effect, which shall be true and correct in all respects)) before and after giving effect thereto and, in the case of a Borrowing, to the application of the proceeds thereof, as though made on and as of such date,

(b) no Default shall have occurred and be continuing, or would result from such issuance, Borrowing or increase or, in the case of a Borrowing, from the application of the proceeds thereof, and

(c) the Administrative Agent shall have received the relevant Notice of Issuance or Notice of Increase in accordance with Section 2.01(e), or the relevant Notice of Borrowing in accordance with Section 3.02(a).

#### ARTICLE VI REPRESENTATIONS AND WARRANTIES

SECTION 6.01. Representations and Warranties of the Company. The Company represents and warrants to the Banks and the Administrative Agent as follows:

(a) Each Loan Party (i) is duly organized, validly existing and, except to the extent that the failure to be in good standing would not reasonably be expected to result in a Material Adverse Effect, in good standing under the laws of its jurisdiction of incorporation and (ii) has all requisite power and authority to own or lease and operate its property and to carry on its business as now conducted and as proposed to be conducted, except to the extent the failure to have such power or authority would not reasonably be expected to result in a Material Adverse Effect.

(b) The execution, delivery and performance by each Loan Party of this Agreement and the other Loan Documents, if any, are (x) within such Loan Party's powers, have been duly authorized by all necessary corporate or other organizational action, and (y) do not (i) contravene such Loan Party's organizational or governing documents, (ii) contravene any material contractual restriction binding on such Loan Party or (iii) violate any law, rule or regulation (including the Securities Act of 1933 and the Exchange Act and the regulations thereunder and Regulations U and X issued by the Board of Governors of the Federal Reserve System, each as from time to time amended), or order, writ, judgment, injunction, decree, determination or award, except, in the case of clauses (ii) and (iii), as would not result in a Material Adverse Effect.

(c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body that has not been obtained, taken or made by the Loan Parties is required to be obtained, taken or made by any Loan Party for the due execution, delivery and performance by such Loan Party of this Agreement and the other Loan Documents, if any.

(d) This Agreement is, and each other Loan Document, if any, have been duly executed and delivered for value and constitute the legal, valid and binding obligation of the Loan Parties party hereto and thereto, enforceable against such Loan Party in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and general equitable principles, regardless of whether considered in a proceeding in equity or at law.

(e) The Company has heretofore furnished to each of the Banks the consolidated balance sheets of the Company and its Consolidated Subsidiaries as at December 31, 2022, and the related consolidated statements of income, comprehensive income, changes in total equity and cash flows of the Company and its Consolidated Subsidiaries for the fiscal year then ended, with the opinion thereon of PricewaterhouseCoopers, LLP. All such financial statements present fairly, in all material respects, the financial position of the Company and its Consolidated Subsidiaries as at such date and the consolidated results of the operations and cash flows of the Company and its Consolidated Subsidiaries for the fiscal period ended on such date, all in conformity with accounting principles generally accepted in the United States of America. Since December 31, 2022, no Material Adverse Change has occurred, except as may have been disclosed in the Company's report on Form 10-K most recently filed with the Securities and Exchange Commission prior to the Effective Date and any subsequent reports on Form 10-Q or Form 8-K filed with the Securities and Exchange Commission prior to the Effective Date.

(f) Except for the Disclosed Litigation, there is no pending or, to the knowledge of the Company, threatened action or proceeding against the Company or any of its Material Subsidiaries before any court, governmental agency or arbitrator which (i) would reasonably be expected to result in a Material Adverse Effect or (ii) which purports to adversely affect the legality, validity or enforceability of any Loan Document and as to which there is a reasonable possibility of an adverse decision.

(g) No Loan Party is engaged in the business of extending credit for the purpose of buying or carrying Margin Stock, and no part of the proceeds of any Advance hereunder will be used in any manner which would violate Regulation U or Regulation X.

(h) No Loan Party is an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(i) None of the written information (other than projections and information of a general economic or industry nature) that was made available by the Company or on the Company's behalf by any of its representatives to the Administrative Agent or any Bank in connection with the negotiation of this Agreement, taken as a whole, as of the date furnished, contained any untrue statement of a material fact or omitted to state a fact necessary to make the statements contained therein not misleading in light of the time and circumstances under which such statements were made.

(j) The Company is Solvent as of the Effective Date.

(k) Without limiting the foregoing paragraphs (a) through (j), the Company and each of its Material Subsidiaries is in compliance with all laws, statutes, rules, regulations and orders binding on or applicable to the Company, its Material Subsidiaries and all of their respective properties, except to the extent failure to so comply would not (either individually or in the aggregate) reasonably be expected to have a Material Adverse Effect.

(l) The Company has implemented and maintains in effect policies and procedures designed to ensure compliance by the Company, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions. The Company, its Subsidiaries and their respective officers and, to the knowledge of the Company, their respective directors, employees and agents, are in compliance with Anti-Corruption Laws, applicable Sanctions and the Patriot Act in all material respects. None of (a) the Company, any Subsidiary or any of their respective directors, officers or employees, or (b) to the knowledge of the Company, any agent of the Company or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. None of the Company or any Subsidiary is located, organized or resident in a Sanctioned Country in violation of Sanctions. The use of proceeds of any Borrowing by the Company or its Subsidiaries will not violate the Patriot Act, any Anti-Corruption Law or applicable Sanctions.

## ARTICLE VII COVENANTS OF THE COMPANY

SECTION 7.01. Affirmative Covenants. Following the Effective Date, so long as any Advance shall remain unpaid or any Bank shall have any Commitment, LC Exposure or Revolving Credit Exposure hereunder, and until payment in full of all other amounts payable by the Company hereunder (other than expense reimbursement, indemnification, increased cost or Tax gross-up amounts for which no claim has been made), the Company covenants and agrees that, unless the Majority Banks shall otherwise consent in writing:

(a) Corporate Existence, Compliance with Laws, Etc. The Company will maintain its existence, and will comply, and will cause each Material Subsidiary to comply, with all applicable laws, statutes, rules, regulations and orders, such compliance to include compliance with ERISA and applicable environmental, health and safety laws and regulations, except for any non-compliance which would not reasonably be expected to have a Material Adverse Effect. The Company will maintain in effect policies and procedures designed to ensure compliance by the Company, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

(b) Payment of Taxes and other Obligations. The Company will, and will cause each of its Material Subsidiaries to, pay and discharge at or before maturity all of their respective material obligations and liabilities (including claims of materialmen, warehousemen and the like which if unpaid might by law give rise to a Lien) and pay and discharge all taxes, assessments and governmental charges or levies imposed on it or on its income or profits or on any of its property prior to the date on which penalties attach thereto, except for any such obligation, liability, tax, assessment, charge or levy the payment of which is being contested in good faith and by proper proceedings and against which adequate reserves are being maintained in accordance with GAAP or where the failure to pay or discharge such obligation, liability, tax, assessment, charge or levy would not have a Material Adverse Effect.

(c) Maintenance and Inspection of Books and Records. The Company will, and will cause each of its Material Subsidiaries to, (i) maintain appropriate books and records in which entries shall be made of all dealings and transactions material to the Company and its Subsidiaries, taken as a whole, in relation to its business and activities and (ii) subject to applicable law, permit representatives of the Administrative Agent (or if an Event of Default has occurred and is continuing, any Bank), during normal business hours and as often as may be desired (but in no event more frequently than once in any twelve-month period unless an Event of Default has occurred and is continuing) at their own cost and expense (provided that if an Event of Default has occurred and is continuing the Company shall indemnify each Bank and the Administrative Agent for such costs and expenses that are reasonable and, where possible, documented) to examine, copy and make extracts from its books and records, and to discuss its business and affairs with its officers; provided however, rights of the Administrative Agent and Banks shall not extend to any information covered by attorney-client or other legal privilege or to the extent the exercise of such inspection rights would reasonably be expected to result in violation or other breach of any third-party confidentiality agreements.

(d) Maintenance of Property; Insurance. The Company will, and will cause each of its Material Subsidiaries to, (i) maintain all of its property useful and necessary in the business conducted by the Company and its Material Subsidiaries in good working order and condition, ordinary wear and tear excepted, except where failure to do so would not result in a Material Adverse Effect, and (ii) maintain insurance with creditworthy insurance companies, or self-insure, against such risks and in such amounts as are usually maintained or insured against by other companies of established repute engaged in the same or a similar business or consistent with the Company's past practice.

(e) [Reserved].

(f) Reporting Requirements. The Company will furnish to the Banks:

(i) as soon as available and in any event within five Business Days after the date on which the Company is required to file the quarterly report of the Company for each of the first three fiscal quarters of each fiscal year on Form 10-Q with the Securities and Exchange Commission (after giving effect to any extension (not to exceed 10 Business Days) of such due date that is obtained by the Company), the quarterly report of the Company for such fiscal quarter on Form 10-Q filed with the Securities and Exchange Commission;

(ii) as soon as available and in any event within five Business Days after the date on which the Company is required to file the annual report of the Company for each fiscal year on Form 10-K with the Securities and Exchange Commission (after giving effect to any extension (not to exceed 20 Business Days) of such due date that is obtained by the Company), the annual report of the Company for such fiscal year on Form 10-K filed with the Securities and Exchange Commission;

(iii) promptly after a Responsible Officer of the Company obtains knowledge of the occurrence of any Default that is then continuing, a statement of a Responsible Officer of the Company setting forth details of such Default and the action which the Company has taken and proposes to take with respect thereto;

(iv) within the time periods provided for in clauses (i) and (ii) above for the delivery of the financial statements provided for therein, as applicable, a duly completed certificate, signed by the chief accounting officer or chief financial officer or assistant treasurer or treasurer or controller of the Company setting forth in reasonable detail the data and computations necessary to demonstrate compliance with the ratio contained in Section 7.02(c) hereof;

(v) promptly after the filing thereof, copies of each Form 8-K that the Company files with the Securities and Exchange Commission, or notice of the filing thereof with an electronic link thereto; and

(vi) promptly from time to time such other information respecting the financial condition or operations of the Company or any of its Material Subsidiaries as any Bank through the Administrative Agent may from time to time reasonably request (provided that the Company shall not be obligated to furnish to any Bank any information pursuant to this clause (vi) that the Company reasonably believes to be material non-public information).

Documents required to be delivered pursuant to Section 7.01(f)(i), (ii) or (v) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (x) on which the Company posts such documents, or provides a link thereto on the Company's website on the Internet at thecignagroup.com (or any successor thereto), (y) on which such documents are made publicly available on the Securities and Exchange Commission's EDGAR system website or (z) on which such documents are posted by the Administrative Agent on the Company's behalf on an Internet or intranet website, if any, to which each Bank and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent). The Administrative Agent shall have no obligation to request the delivery of or to maintain paper copies of the documents referred to above, and each Bank shall be solely responsible for requesting delivery of it or maintaining its copies of such documents.

The Company hereby acknowledges that (a) the Administrative Agent and/or any Arranger may, but shall not be obligated to, make available to the Banks materials and/or information provided by or on behalf of the Company hereunder (collectively, "Company Materials") by posting the Company Materials on IntraLinks, Syndtrak, ClearPar, or a substantially similar electronic transmission system (the "Platform") and (b) certain of the Banks (each, a "Public Bank") may have personnel who do not wish to receive material non-public information with respect to the Company or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. The Company hereby agrees that (i) all Company Materials that are to be made available to Public Banks shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (ii) by marking Company Materials "PUBLIC," the Company shall be deemed to have authorized the Administrative Agent, any Arranger, the and the Banks to treat such Company Materials as not containing any material non-public information with respect to the Company or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Company Materials constitute Confidential Information, they shall be treated as set forth in Section 10.13); (iii) all Company Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information;" and (iv) the Administrative Agent and any Arranger shall be entitled to treat any Company Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information." Notwithstanding the foregoing, the Company shall be under no obligation to mark any Company Materials "PUBLIC."

SECTION 7.02. Negative Covenants. Following the Effective Date, so long as any Advance shall remain unpaid or any Bank shall have any Commitment, LC Exposure or Revolving Credit Exposure hereunder, and until payment in full of all other amounts payable by the Company hereunder (other than expense reimbursement, indemnification, increased cost and Tax gross-up amounts for which no claim has been made), the Company covenants and agrees that, without the written consent of the Majority Banks:

(a) Liens. The Company will not, and will not permit any of its Material Subsidiaries to, at any time create, assume or suffer to exist any Lien upon or with respect to any of the capital stock of any of its Material Subsidiaries, other than (i) Liens for taxes, assessments and governmental charges or levies to the extent not required to be paid under Section 7.01(b), (ii) judgment Liens in respect of judgments that do not constitute Events of Default under Section 8.01(g) and (iii) Liens existing on the capital stock of any person at the time such person becomes a Material Subsidiary (including by merger or consolidation).

(b) Mergers. The Company will not consolidate or merge with or into any other Person or convey or transfer (or permit the conveyance or transfer of) all or substantially all of the properties and assets of the Company and its Consolidated Subsidiaries taken as a whole to any other Person unless (i) the surviving or acquiring entity is a Person organized under the laws of the United States of America, any State thereof or the District of Columbia, (ii) the surviving or acquiring Person, if other than the Company, (A) expressly assumes the performance of the obligations of the Company under this Agreement and all Notes, if any, pursuant to an instrument executed and delivered to the Administrative Agent, and in form and substance reasonably satisfactory to the Administrative Agent and (B) delivers to the Administrative Agent information and documentation of the type referred to in Sections 5.01(b) and 5.01(d) and (iii) immediately after giving effect to such transaction, no Default shall exist.

(c) Leverage Ratio. The Company will not permit the Leverage Ratio on the last day of any fiscal quarter (commencing with the first fiscal quarter the last day of which is after the Effective Date) for which financial statements are delivered (or are required to be delivered) pursuant to Section 7.01(f)(i) and (ii) to be greater than 0.600 to 1.00; provided that, at any time after the definitive agreement for any Material Acquisition shall have been executed (or, in the case of a Material Acquisition in the form of a tender offer or similar transaction, after the offer shall have been launched) and prior to the consummation of such Material Acquisition (or termination of the definitive documentation in respect thereof (or such later date as such indebtedness ceases to constitute Acquisition Debt as set forth in the definition of “Acquisition Debt”)), any Acquisition Debt (and the proceeds of such Debt) shall be excluded from the determination of the Leverage Ratio; provided, further, that, for each of the first four quarter end dates following the incurrence or issuance by the Company or any of its Subsidiaries of any Step-Up Acquisition Debt, the required Leverage Ratio pursuant to this Section 7.02(c) shall increase to, and shall not be permitted to be greater than, 0.650 to 1.00 (such four fiscal quarter period, an “Adjusted Leverage Ratio Period”); and provided, further, that following any Adjusted Leverage Ratio Period, the Leverage Ratio shall be equal to or less than 0.600 to 1.00 for at least two fiscal quarter end dates before the required Leverage Ratio may be increased again pursuant to the foregoing proviso as a result of a subsequent Step-Up Acquisition.

(d) Use of Proceeds. The Company will not request any Borrowing or Letter of Credit, and the Company shall not use, and shall ensure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Borrowing or Letter of Credit (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws or (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person or in any Sanctioned Country, in each case of this clause (B) in violation of applicable Sanctions, or in any manner that would result in the violation of any Sanctions applicable to any party hereto.

#### SECTION 7.03. Guaranties.

(a) The payment and performance of the Obligations of the Company shall at all times be guaranteed by each direct and indirect existing or future Domestic Subsidiary that guarantees the Company’s obligations under the 2023 364 Day Revolving Credit Agreement or the Company’s obligations under any other Material Debt, pursuant to Article XI.

(b) In the event any Domestic Subsidiary is required pursuant to the terms of Section 7.03(a) above to become a Guarantor hereunder, the Company shall cause such Domestic Subsidiary to execute and deliver to the Administrative Agent a guaranty agreement in form and substance reasonably acceptable to the Administrative Agent, as the same may be amended, modified or supplemented from time to time (individually a “Guaranty” and collectively the “Guaranties”; and each such Subsidiary executing and delivering this Agreement as a Guarantor (including any Subsidiary hereafter executing and delivering a Guaranty), a “Guarantor” and collectively the “Guarantors”) or an Additional Guarantor Supplement substantially in the form attached as Exhibit E or such other form reasonably acceptable to the Administrative Agent, and the Company shall also deliver to the Administrative Agent, or cause such Domestic Subsidiary to deliver to the Administrative Agent, at the Company’s cost and expense, such other instruments, documents, certificates and (to the extent delivered under the 2023 364 Day Revolving Credit Agreement) opinions of the type delivered on the Effective Date pursuant to Sections 5.01(b)(i), 5.01(b)(ii), 5.01(b)(iii) and 5.01(b)(iv), to the extent reasonably required by the Administrative Agent in connection therewith.

(c) A Guarantor, upon delivery of written notice provided to the Administrative Agent (a copy of which shall be posted by the Administrative Agent to the Banks on an Internet or intranet website to which each Bank has access) by a Responsible Officer of the Company certifying that, after giving effect to any substantially concurrent transactions, including any repayment of Debt, release of a guaranty or any sale or other disposition, either: (i) such Guarantor does not guarantee the obligations of the Company (1) under the 2023 364 Day Revolving Credit Agreement (as amended from time to time) or (2) under any other Material Debt of the Company or (ii) such Guarantor is no longer a Domestic Subsidiary of the Company as a result of a transaction not prohibited hereunder, shall be automatically released from its obligations (including its Guaranty) hereunder without further required action by any Person. The Administrative Agent, at the Loan Parties' expense, shall execute and deliver to the applicable Guarantor any documents or instruments as such Guarantor may reasonably request to evidence the release of such Guaranty.

## ARTICLE VIII EVENTS OF DEFAULT

SECTION 8.01. Events of Default. If any of the following events (each an "Event of Default") shall occur and be continuing:

(a) The Company shall fail to pay in full when due any principal of any Advance or any LC Reimbursement Obligation; or the Company shall fail to pay any interest on any Advance or LC Reimbursement Obligation, or any commitment fee or letter of credit commission, when due and such failure remains unremedied for three Business Days; or the Company shall fail to pay any other amount payable hereunder when due and such failure remains unremedied for three Business Days after notice thereof shall have been given to the Company by the Administrative Agent or any Bank (through the Administrative Agent); or

(b) Any representation or warranty made by the Company herein or in any certificate delivered by the Company pursuant to Section 5.01, or by the Company or any Guarantor (or any of their respective officers) in connection with the Loan Documents or any Notice of Issuance, Notice of Borrowing or Notice of Increase shall prove to have been incorrect in any material respect when made; or

(c) (i) The Company shall fail to perform or observe any term, covenant or agreement contained in Section 7.01(f)(iii), or 7.02; or (ii) the Company or any Guarantor shall fail to perform or observe any other term or covenant of this Agreement on its part to be performed or observed, and such failure remains unremedied for 30 days after written notice thereof shall have been given to the Company by the Administrative Agent or any Bank (through the Administrative Agent); or

(d) The Company or any Material Subsidiary shall fail to pay any principal of any other Debt of the Company or such Material Subsidiary which is outstanding in a principal amount of at least \$250,000,000 (or its equivalent in other currencies) in the aggregate when the same becomes due and payable (whether at scheduled maturity, by required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt unless adequate provision for such payment has been made in form and substance satisfactory to the Majority Banks; or any such Debt shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled or required prepayment), redeemed, purchased or defeased, or an offer to prepay, redeem, purchase or defease such Debt shall be required to be made, in each case prior to the stated maturity thereof as a result of a breach by the Company or such Material Subsidiary (as the case may be) of the agreement or instrument relating to such Debt and the Debt remains due and payable or required to be prepaid, redeemed, purchased or defeased, or an offer to prepay, redeem, purchase or defease such Debt shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt unless adequate provision for such payment has been made in form and substance satisfactory to the Majority Banks; provided this clause (d) shall not apply to secured Debt that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Debt; or

(e) The Company or any of its Material Subsidiaries shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against the Company or any of its Material Subsidiaries seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any applicable law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against the Company or any of its Material Subsidiaries, such proceeding shall remain undismissed or unstayed for a period of 60 days; or the Company or any of its Material Subsidiaries shall take any corporate action to authorize any of the actions set forth above in this subsection (e); or

(f) [Reserved];

(g) One or more enforceable judgments in an aggregate amount in excess of \$250,000,000 (to the extent not covered by insurance or indemnities as to which the applicable insurance company or third party has not denied its obligation) shall be rendered against the Company or any of its Material Subsidiaries and the same shall remain undischarged for a period of 60 consecutive days during which either (i) enforcement proceedings shall have been commenced by any creditor upon any such judgment or order and such proceedings shall not have been stayed or (ii) a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(h) A Change in Control shall occur; or

(i) The Company or any Material Subsidiary shall fail to pay when due an amount or amounts which it shall have become liable to pay under Title IV of ERISA and, in the aggregate, could reasonably be expected to result in a Material Adverse Effect; or

(j) Any Guaranty, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations (other than contingent obligations that survive the termination of this Agreement), ceases to be in full force and effect; or any Loan Party contests in writing the validity or enforceability of any Guaranty; or any Loan Party denies in writing that it has any or further liability or obligation under any Guaranty, or in writing purports to revoke, terminate or rescind any Guaranty for any reason other than as expressly permitted hereunder or thereunder;

THEN, and in every such event, and at any time thereafter during the continuance of such event, the Administrative Agent shall, if requested by the Majority Banks, by notice to the Company take any or all of the following actions, at the same or different times: (i) terminate the Commitments, whereupon they shall forthwith terminate (without prejudice to the obligations of any Bank (including any Issuing Bank) under any Letter of Credit as then in effect), (ii) demand provision of cover from the Company in an amount equal to the then aggregate amount of LC Exposure of the Banks, whereupon the Company shall forthwith pay such amount in Dollars and immediately available funds to the Collateral Account and (iii) declare that the Advances, all interest thereon, all fees, commissions and other obligations of the Company accrued hereunder to be forthwith due and payable immediately, whereupon they shall forthwith become due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Company; provided that in the case of any of the Events of Default specified in clause (e) above with respect to the Company, without any notice to the Company or any other act by the Administrative Agent or the Banks, the Commitments shall thereupon terminate (without prejudice to the obligations of the Banks under any Letters of Credit as then in effect), and the Advances, all such interest and all such fees, commissions and other obligations of the Company accrued hereunder, including the obligation to provide cover as aforesaid, shall automatically become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby waived by each Company.

SECTION 8.02. Application of Payments. Notwithstanding anything herein to the contrary, to the extent following the occurrence and during the continuance of an Event of Default, the Administrative Agent has declared amounts due and payable pursuant to clause (iii) of the immediately preceding paragraph or an Event of Default pursuant to Section 8.01(e) has occurred:

(a) all payments received on account of the Obligations shall, subject to Section 2.07, be applied by the Administrative Agent as follows:

(i) first, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts payable to the Administrative Agent (including fees and disbursements and other charges of counsel to the Administrative Agent payable under Section 10.04 and amounts pursuant to Section 4.01(c) payable to the Administrative Agent in its capacity as such);

(ii) second, to payment of that portion of the Obligations constituting fees, expenses, indemnities and other amounts (other than principal, reimbursement obligations in respect of LC Disbursements, interest and Letter of Credit fees) payable to the Banks and the Issuing Banks (including fees and disbursements and other charges of counsel to the Banks and the Issuing Banks payable under Section 10.04) arising under the Loan Documents, ratably among them in proportion to the respective amounts described in this clause (ii) payable to them;

(iii) third, to payment of that portion of the Obligations constituting accrued and unpaid Letter of Credit fees and charges and interest on the Loans and unreimbursed LC Disbursements, ratably among the Banks and the Issuing Banks in proportion to the respective amounts described in this clause (iii) payable to them;

(iv) fourth, (A) to payment of that portion of the Obligations constituting unpaid principal of the Loans and unreimbursed LC Disbursements and (B) to cash collateralize that portion of LC Exposure comprising the undrawn amount of Letters of Credit to the extent not otherwise cash collateralized by the Company pursuant to Section 2.01 or 2.06, ratably among the Banks and the Issuing Banks in proportion to the respective amounts described in this clause (iv) payable to them; provided that (x) any such amounts applied pursuant to subclause (B) above shall be paid to the Administrative Agent for the ratable account of the applicable Issuing Banks to cash collateralize Obligations in respect of Letters of Credit, (y) subject to Section 2.01 or 2.06, amounts used to cash collateralize the aggregate amount of Letters of Credit pursuant to this clause (iv) shall be used to satisfy drawings under such Letters of Credit as they occur and (z) upon the expiration of any Letter of Credit (without any pending drawings), the pro rata share of cash collateral shall be distributed to the other Obligations, if any, in the order set forth in this Section 8.02;

(v) fifth, to the payment in full of all other Obligations, in each case ratably among the Administrative Agent, the Banks and the Issuing Banks based upon the respective aggregate amounts of all such Obligations owing to them in accordance with the respective amounts thereof then due and payable; and

(vi) finally, the balance, if any, after all Obligations have been indefeasibly paid in full, to the Company or as otherwise required by law; and

(b) if any amount remains on deposit as cash collateral after all Letters of Credit have either been fully drawn or expired (without any pending drawings), such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

## ARTICLE IX THE ADMINISTRATIVE AGENT

SECTION 9.01. Appointment and Authority. Each Bank hereby irrevocably appoints JPMorgan to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof, together with such actions and powers as are reasonably incidental thereto. Except as set forth in Sections 9.06 and 9.07, the provisions of this Article are solely for the benefit of the Administrative Agent and the Banks, and the Loan Parties shall not have rights as a third party beneficiary of any such provisions. It is understood and agreed that the use of the term “agent” herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

SECTION 9.02. Rights as a Bank. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Bank as any other Bank and may exercise the same as though it were not the Administrative Agent, and the term “Bank” or “Banks” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for, and generally engage in any kind of business with, the Company or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Banks.

### SECTION 9.03. Exculpatory Provisions.

(a) Neither the Administrative Agent nor any Arranger, as applicable, shall have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent and each Arranger, as applicable:

(i) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Majority Banks (or such other number or percentage of the Banks as shall be expressly provided for herein or in the other Loan Documents); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to this Agreement or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any debtor relief law or that may effect a forfeiture, modification or termination of property of a Defaulting Bank in violation of any debtor relief law; and

(iii) shall not, except as expressly set forth herein, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Company or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent, any Arranger or any of its Affiliates in any capacity.

(b) The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Majority Banks (or such other number or percentage of the Banks as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 10.01 and 8.01) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent in writing by the Company or a Bank.

(c) 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 the Loan Documents, (ii) the contents of any certificate, report or other document delivered hereunder or in connection herewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of the Loan Documents or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article V 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) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of an Advance, or the issuance, extension, renewal or increase of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Bank or an Issuing Bank, the Administrative Agent may presume that such condition is satisfactory to such Bank or Issuing Bank unless the Administrative Agent shall have received notice to the contrary from such Bank or Issuing Bank prior to the making of such Advance or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Company), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

SECTION 9.05. Indemnification. The Banks agree to indemnify the Administrative Agent (to the extent required but not reimbursed by the Company), ratably according to the respective amounts of their Commitments as most recently in effect, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Administrative Agent in any way relating to or arising out of any Loan Document or any action taken or omitted by the Administrative Agent under any Loan Document; provided that no Bank shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. Without limiting the foregoing, each Bank agrees to reimburse the Administrative Agent promptly upon demand for its ratable share of any out-of-pocket expenses (including reasonable and documented counsel fees) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under any Loan Document, to the extent that the Administrative Agent is not reimbursed for such expenses by the Company.

SECTION 9.06. Guaranty Matters. The Banks irrevocably authorize and direct the release of any Guarantor from its obligations under its Guaranty automatically as set forth in Section 7.03(c) and authorize and direct the Administrative Agent to, at the Loan Parties' expense, execute and deliver to the applicable Loan Party such documents or instruments as such Loan Party may reasonably request to evidence the release of such Guaranty.

SECTION 9.07. Resignation of Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the Banks, the Issuing Banks and the Company. Upon receipt of any such notice of resignation, the Majority Banks shall have the right to appoint a successor, which shall be an Eligible Bank with an office in the United States, or an Affiliate of any such Eligible Bank that is also an Eligible Bank with an office in the United States that, in each case, unless an Event of Default pursuant to Section 8.01(a), Section 8.01(c) with respect to a breach of Section 7.02(d) or Section 8.01(e) shall have occurred and then be continuing, is reasonably acceptable to the Company. If no such successor shall have been so appointed by the Majority Banks and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Majority Banks and the Company) (the "Resignation Effective Date"), then the Company or the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Banks and the Issuing Banks, appoint a successor Administrative Agent meeting the qualifications set forth above. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) If the Person serving as Administrative Agent is a Defaulting Bank pursuant to clause (e) of the definition thereof, the Majority Banks and the Company may, to the extent permitted by applicable law, by notice in writing to such Person remove such Person as Administrative Agent and appoint a successor that is an Eligible Bank and that, unless an Event of Default pursuant to Section 8.01(a), Section 8.01(c) with respect to a breach of Section 7.02(d) or Section 8.01(e) shall have occurred and then be continuing, is reasonably acceptable to the Company.

(c) [Reserved].

(d) With effect from the effective date of any resignation or removal of the Administrative Agent (1) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (2) except for any indemnity payments or other amounts then owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Bank directly, until such time if any, as the Majority Banks appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed Administrative Agent (other than any rights to indemnity payments or other amounts owed to the retiring or removed Administrative Agent), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. The fees payable by the Company to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Company and such successor. After the retiring or removed Administrative Agent's resignation or removal hereunder or under the other Loan Documents, the provisions of this Article and Section 10.04 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them (i) while the retiring or removed Administrative Agent was acting as Administrative Agent and (ii) after such resignation or removal for as long as any of them continues to act in any capacity hereunder or under the Loan Documents, including in respect of any actions taken in connection with transferring the agency to any successor Administrative Agent.

SECTION 9.08. Non-Reliance on Administrative Agent and Other Banks. Each Bank expressly acknowledges that none of the Administrative Agent nor the Arranger has made any representation or warranty to it, and that no act by the Administrative Agent or the Arranger hereafter, including any consent to, and acceptance of any assignment or review of the affairs of any Loan Party of any Affiliate thereof, shall be deemed to constitute any representation or warranty by the Administrative Agent or the Arranger to any Bank as to any matter, including whether the Administrative Agent or the Arranger have disclosed material information in their (or their Related Parties) possession. Each Bank acknowledges that it has, independently and without reliance upon the Administrative Agent, the Arranger or any other Bank or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis of, appraisal of, and investigation into, the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties and their Subsidiaries, and all applicable bank or other regulatory laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Company hereunder. Each Bank also acknowledges that it will, independently and without reliance upon the Administrative Agent, the Arranger or any other Bank or any of their Related Parties, and based on such documents and information as it shall from time to time deem appropriate, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under or based upon this Agreement, any other Loan Document, any related agreement or any document furnished hereunder or thereunder, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties. Each Bank acknowledges and agrees that (i) the Loan Documents set forth the terms of a commercial lending facility; (ii) it is engaged in making, acquiring or holding commercial loans in the ordinary course and is entering into this Agreement as a Bank for the purpose of making, acquiring or holding commercial loans and providing other facilities set forth herein as may be applicable to such Bank, and not for the purpose of purchasing, acquiring or holding any other type of financial instrument (and each Bank agrees not to assert a claim in contravention of the foregoing) and (iii) it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Bank, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities.

SECTION 9.09. No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of the bookrunners, arrangers or documentation agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement, except in its capacity, as applicable, as the Administrative Agent, a Bank or an Issuing Bank hereunder.

SECTION 9.10. Delegation of Duties The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub agents appointed by the Administrative Agent. The Administrative Agent and any such sub agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub agent and to the Related Parties of the Administrative Agent and any such sub agent, and shall apply to their respective activities in connection with the syndication of the credit facility as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

SECTION 9.11. Certain ERISA Matters.

(a) Each Bank (x) represents and warrants, as of the date such Person became a Bank party hereto, to, and (y) covenants, from the date such Person became a Bank party hereto to the date such Person ceases being a Bank party hereto, for the benefit of the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Company, that at least one of the following is and will be true:

(i) such Bank is not using “plan assets” (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Bank’s entrance into, participation in, administration of and performance of the Advances, the Letters of Credit, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Bank’s entrance into, participation in, administration of and performance of the Advances, the Commitments, the Letters of Credit and this Agreement,

(iii) (A) such Bank 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 Bank to enter into, participate in, administer and perform the Advances, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Advances, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of subsections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Bank, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Bank’s entrance into, participation in, administration of and performance of the Advances, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent and such Bank.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Bank or (2) a Bank has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Bank further (x) represents and warrants, as of the date such Person became a Bank party hereto, to, and (y) covenants, from the date such Person became a Bank party hereto to the date such Person ceases being a Bank party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Company or any other Loan Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Bank involved in such Bank's entrance into, participation in, administration of and performance of the Advances, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

SECTION 9.12. Acknowledgements of Banks.

(a) Each Bank hereby agrees that (x) if the Administrative Agent notifies such Bank that the Administrative Agent has determined in its sole discretion that any funds received by such Bank from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "Payment") were erroneously transmitted to such Bank (whether or not known to such Bank), and demands the return of such Payment (or a portion thereof), such Bank shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Bank to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Bank shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on "discharge for value" or any similar doctrine. A notice of the Administrative Agent to any Bank under this Section 9.12(a) shall be conclusive, absent manifest error.

(b) Each Bank hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a "Payment Notice") or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Bank agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Bank shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Bank to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(c) The Company and each other Loan Party hereby agree that (x) in the event an erroneous Payment (or portion thereof) is not recovered from any Bank that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Bank with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Company or any other Loan Party, except, in each case, to the extent such erroneous Payment is, and solely with respect to the amount of such erroneous Payment that is, comprised of funds received by the Administrative Agent from the Company or any other Loan Party for the purpose of making a payment to satisfy certain Obligations and is not otherwise repaid or returned to a Loan Party by the Administrative Agent, a Bank or any of their respective Affiliates whether pursuant to a legal proceeding or otherwise.

(d) Each party's obligations under this Section 9.12 shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Bank, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations under any Loan Document.

ARTICLE X  
MISCELLANEOUS

SECTION 10.01. Amendments, Etc. (a) Subject to Section 3.07(e), (f) and (h) and Section 10.01(b) below, no amendment or waiver of any provision of this Agreement or any other Loan Document, nor consent to any departure by the Company therefrom, shall in any event be effective unless the same shall be in writing and signed by the Majority Banks and (in the case of an amendment) the Company and acknowledged by the Administrative Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided that except as otherwise expressly provided in this Agreement or any other Loan Document, no amendment, waiver or consent shall, (i) unless in writing and signed by all the Banks, (1) waive any of the conditions specified in Section 5.01, (2) change the definition of "Majority Banks" or the number or percentage in interest of Banks which shall be required for the Banks or any of them to take any action hereunder, (3) amend this Section 10.01, (4) change the payment waterfall provisions of Section 2.07(g) or Section 8.02, or (5) release any material guarantor (except as otherwise provided for in the Loan Documents), (ii) unless in writing and signed by each Bank adversely affected thereby, (1) extend or increase the Commitment of any Bank, increase the LC Exposure of any Bank or otherwise subject any Bank to any additional obligations, (2) reduce the amount of, or interest on, any LC Reimbursement Obligation of the Company to any Bank or the principal of, or rate of interest on, any Advance or any fees, commissions or other amounts payable by the Company to any Bank hereunder, (3) postpone the scheduled date for any payment of any LC Reimbursement Obligation (or interest thereon) or any principal of, or interest on, the Advances or any fees, commissions or other amounts payable by the Company to any Bank hereunder, or change the Outside Expiry Date or (4) alter the manner in which payment of LC Reimbursement Obligations (or interest thereon) or of principal of, or interest on, the Advances or any fees, commissions or other amounts is to be applied as among the Banks and (iii) no consent with respect to any amendment, waiver or other modification of any Loan Document shall be required of any Defaulting Bank, except with respect to any amendment, waiver or other modification referred to in subclauses (ii)(1), (ii)(2) and (ii)(3) of this proviso and then only in the event such Defaulting Bank shall be adversely affected by such amendment, waiver or other modification; and *provided further* that (x) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Banks required above to take such action, affect the rights or duties of the Administrative Agent under any Loan Document, (y) no amendment, waiver or consent shall, unless in writing and signed by each Issuing Bank directly affected thereby in addition to the Banks required above to take such action, affect the rights or duties of the Issuing Banks under this Agreement and (iv) the Company and any Issuing Bank may increase or decrease the Fronting Commitment of such Issuing Bank by an instrument in writing signed by each of them without the consent of any other party hereto. The Loan Documents constitute the entire agreement of the parties with respect to the subject matter hereof.

(b) If the Administrative Agent and the Company acting together identify any ambiguity, omission, mistake, typographical error or other defect in any provision of this Agreement or any other Loan Document, then the Administrative Agent and the Company shall be permitted to amend, modify or supplement such provision to cure such ambiguity, omission, mistake, typographical error or other defect, and such amendment shall become effective without any further action or consent of any other party to this Agreement.

SECTION 10.02. Notices, Etc.

(a) All notices and other communications provided for hereunder shall be in writing (including telecopier) and mailed, telecopied or delivered by hand:

(i) if to the Company or any Guarantor:

The Cigna Group  
Two Liberty Place

1601 Chestnut Street  
Philadelphia, Pennsylvania 19192

Attention: Assistant Treasurer  
Telephone No.: 215-761-1500  
e-mail: drew.reynolds@cigna.com

(ii) if to the Administrative Agent:

JPMorgan Chase Bank, N.A.,  
as Administrative Agent

Address for Notices:

500 Stanton Christiana Rd.  
NCC5 / 1<sup>st</sup> Floor  
Newark, Delaware 19713

Attention: Loan & Agency Services Group  
Telephone No.: 1-302-634-8712  
Email: annisha.badejo@chase.com

*Agency Withholding Tax Inquiries:*  
Email: agency.tax.reporting@jpmorgan.com

*Agency Compliance/Financials/Intralinks:*  
Email: covenant.compliance@jpmchase.com

(iii) if to any Bank, at its address (or telecopier number) set forth in its Administrative Questionnaire;

or, as to the Company or the Administrative Agent, at such other address as shall be designated by such party in a written notice to the other parties and, as to each other party, at such other address as shall be designated by such party in a written notice to the Company and the Administrative Agent. All such notices and communications shall be deemed to have been duly given or made (A) in the case of hand deliveries, when delivered by hand, (B) in the case of mailed notices, upon receipt if sent by certified mail, postage prepaid, and (C) in the case of telecopier or electronic notice, when transmitted and confirmed during normal business hours (or, if delivered after the close of normal business hours, at the beginning of business hours on the next Business Day), except that notices and communications to the Administrative Agent pursuant to Article II, III or V shall not be effective until received by the Administrative Agent.

(b) The Company hereby agrees that it will provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to this Agreement, including all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (i) relates to the payment of any LC Reimbursement Obligation or any principal of any Advance or other amount due under this Agreement prior to the scheduled date therefor, (ii) provides notice of any Default under this Agreement or (iii) is required to be delivered to satisfy any condition precedent to any borrowing (all such non-excluded communications being referred to herein collectively as “Communications”), by transmitting the Communications in an electronic/soft medium in a format reasonably acceptable to the Administrative Agent to [annisha@badejo@chase.com](mailto:annisha@badejo@chase.com). In addition, the Company agrees to continue to provide the Communications to the Administrative Agent in the manner otherwise specified in this Agreement but only to the extent requested by the Administrative Agent.

(c) The Company and the Guarantors further agree that the Administrative Agent may make the Communications available to the Banks by posting the Communications on Intralinks or a substantially similar electronic transmission system. THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE”. THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS, OR THE ADEQUACY OF THE PLATFORM AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE AGENT PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT OR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ADVISORS OR REPRESENTATIVES (COLLECTIVELY, THE “AGENT PARTIES”) HAVE ANY LIABILITY TO THE COMPANY, ANY BANK OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND, INCLUDING DIRECT OR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF THE COMPANY’S OR THE ADMINISTRATIVE AGENT’S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET, EXCEPT TO THE EXTENT THE LIABILITY OF ANY AGENT PARTY IS FOUND IN A FINAL NON-APPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED PRIMARILY FROM SUCH AGENT PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(d) The Administrative Agent agrees that the receipt of the Communications by the Administrative Agent at its e-mail address set forth above shall constitute effective delivery of the Communications to the Administrative Agent for purposes of this Agreement. Each Bank agrees that notice to it (as provided in the next sentence) specifying that the Communications have been posted to the Platform shall constitute effective delivery of the Communications to such Bank for purposes of this Agreement. Each Bank agrees (i) to provide to the Administrative Agent in writing (including by electronic communication), promptly after the date of this Agreement, an e-mail address to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such e-mail address.

(e) Nothing herein shall prejudice the right of the Administrative Agent or any Bank to give any notice or other communication pursuant to this Agreement in any other manner specified herein.

SECTION 10.03. No Waiver; Remedies. No failure on the part of any Bank or the Administrative Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 10.04. Costs, Expenses and Indemnification.

(a) The Company agrees to pay and reimburse on demand all reasonable costs and expenses of the Administrative Agent in connection with the preparation, execution, delivery, administration, modification and amendment of the Loan Documents and any related documentation, including (and limited to, in the case of fees, charges and disbursements of legal counsel) reasonable and documented fees, charges and disbursements of one counsel to the Administrative Agent (and, if reasonably necessary, one local counsel in any relevant jurisdiction) and, solely in the case of an actual or potential conflict of interest, of one additional counsel (and, if reasonably necessary, one additional local counsel in any relevant jurisdiction) with respect hereto and with respect to advising the Administrative Agent as to its rights and responsibilities hereunder. The Company further agrees to pay on demand all costs and expenses, if any (including reasonable and documented counsel fees and expenses of the Administrative Agent and each of the Banks), incurred by the Administrative Agent, any Issuing Bank or any Bank in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of any Loan Document including reasonable and documented counsel fees and expenses in connection with the enforcement of rights under this Section 10.04(a). The Company shall not be responsible to reimburse any Bank for the costs of the appointment by such Bank of a Confirming Bank.

(b) The Company hereby indemnifies the Administrative Agent, JPMorgan and BofA Securities, Inc., Citibank, N.A., Morgan Stanley Senior Funding, Inc. and Wells Fargo Securities, LLC, as Arrangers, each Bank, each Issuing Bank and each of their respective Affiliates and their respective officers, directors, employees, agents, advisors, partners and representatives (each, an “Indemnified Party”) from and against any and all claims, damages, losses, liabilities and expenses (including all reasonable and documented fees and disbursements of counsel), joint or several, that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or relating to any actual or prospective claim, investigation, litigation, arbitration or proceeding or the preparation of any defense with respect thereto arising out of or in connection with or relating to this Agreement or the transactions contemplated hereby or thereby (including, for the avoidance of doubt, any Letters of Credit and the use of proceeds thereunder), whether or not such claim, investigation, litigation, arbitration or proceeding is brought by the Company, any of its shareholders or creditors, an Indemnified Party or any other Person, or an Indemnified Party is otherwise a party thereto, and whether or not any of the conditions precedent set forth in Article V are satisfied or the other transactions contemplated by this Agreement are consummated, except to the extent such claim, damage, loss, liability or expense (A) is found by a final, non-appealable judgment of a court of competent jurisdiction to result from the bad faith, willful misconduct or gross negligence of such Indemnified Party or any of its Related Parties, (B) to the extent resulting from any proceeding that does not involve an act or omission of the Company or any of its Affiliates and that is brought by an Indemnified Party solely against another Indemnified Party, other than claims against the Administrative Agent, any Arranger or any Issuing Bank in its capacity in fulfilling its role as an agent or arranger under this Agreement or (C) to the extent resulting from a material breach by such Indemnified Party or any Related Parties thereof of its obligations hereunder as found by a final, non-appealable judgment by a court of competent jurisdiction. The Company’s obligation to reimburse legal expenses pursuant hereto shall be limited to the fees, charges and disbursements of one counsel to all Indemnified Parties (and, if reasonably necessary, one local counsel in any relevant jurisdiction) and, solely in the case of an actual or potential conflict of interest, of one additional counsel (and, if reasonably necessary, one additional local counsel in any relevant jurisdiction). The Company and the Guarantors hereby further agree that none of the Administrative Agent, JPMorgan, BofA Securities, Inc., Citibank, N.A., Morgan Stanley Senior Funding, Inc. and Wells Fargo Securities, LLC, as Arrangers, any Bank nor any of their respective Affiliates or their respective officers, directors, employees, agents, advisors, partners and representatives (each, a “Protected Person”) shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company or any Guarantor for or in connection with or relating to this Agreement or the transactions contemplated hereby or thereby, except to the extent such liability is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Protected Person’s gross negligence or willful misconduct; provided that nothing in this paragraph shall be deemed to constitute a waiver of any claim the Company may have, or to exculpate any Person from any liability that such Person may have to the Company, for breach by such Person of its obligations under this Agreement. Neither any Bank, any Issuing Bank nor the Administrative Agent shall in any event be liable for any special, indirect, consequential or punitive damages. No Protected Person 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 transactions contemplated hereby, except to the extent that such damages are found by a final, non-appealable judgment of a court of competent jurisdiction to result primarily from the bad faith, willful misconduct or gross negligence of such Protected Person or any of its Related Parties.

(c) If (i) the Company makes any payment of principal of any Term Benchmark Advance on a day other than the last day of an Interest Period with respect thereto, or (ii) the Company fails to make a Borrowing or a prepayment of, or a continuation of or a conversion into, Term Benchmark Advances after having given notice thereof pursuant to this Agreement, the Company shall reimburse each Bank upon demand for any resulting loss, cost or expense incurred by such Bank, including any loss incurred in obtaining, liquidating or employing deposits from third parties, but excluding loss of margin, for the period after such payment, failure to borrow, failure to continue, failure to convert or failure to prepay, following its receipt of a certificate of such Bank in reasonable detail as to the amount of such loss, cost or expense, which certificate shall be conclusive and binding on the Company in the absence of manifest error.

(d) All amounts due under this Section 10.04 shall be payable not later than 15 Business Days after written demand therefor providing reasonable detail regarding the amount so demanded.

SECTION 10.05. Binding Effect. This Agreement shall become effective on and as of the Effective Date and thereafter shall be binding upon and inure to the benefit of the Company, the Guarantors, if any, the Administrative Agent and each Bank and their respective successors and permitted assigns.

SECTION 10.06. Assignments and Participations.

(a) Assignments Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) neither the Company nor any Guarantor, if any, may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Bank (and any attempted assignment or transfer by the Company or any Guarantor without such consent shall be null and void) and (ii) no Bank may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 10.06. 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 and, to the extent expressly contemplated hereby, participants referred to in paragraph (e) below and the directors, officers, employees, attorneys and agents of each of the Administrative Agent, the Issuing Bank and the Banks) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Banks. Subject to the conditions set forth in clause (c) below, any Bank may assign to one or more Eligible Banks (but not to any other Person) all or a portion of its Commitment, its obligations under each Letter of Credit and the Advances owing to it, subject to the following requirements:

(i) each of the Company and the Administrative Agent (and, in the case of an assignment of all or a portion of a Commitment or any Bank's obligations in respect of its LC Exposure with respect to a Letter of Credit, each Issuing Bank) shall have consented thereto in writing, such consent not to be unreasonably withheld or delayed; provided that no such consent of the Company shall be required for an assignment to a Bank or an Affiliate of a Bank (so long as such Affiliate is also an Eligible Bank) or, if an Event of Default under Sections 8.01(a), 8.01(c) (but only as a result of a breach of Section 7.02(d)) or 8.01(e) has occurred and is continuing, any other assignee that is an Eligible Bank; provided, further that no such consent of the Administrative Agent shall be required for an assignment of any Commitment to an assignee that is a Bank with a Commitment immediately prior to giving effect to such assignment, or to an Affiliate of such Bank (so long as such Affiliate is also an Eligible Bank);

(ii) such assignment shall be of the same percentage of the assigning Bank's rights and obligations under this Agreement (other than in respect of its Fronting Commitment, if any) and its liability under or in respect of each Letter of Credit;

(iii) except in the case of an assignment by a Bank to one of its Affiliates or to another Bank, the amount of the Commitments of the assigning Bank being assigned (determined as of the date of the Assignment and Assumption with respect to such assignment) shall in no event (unless the Company and the Administrative Agent otherwise consent; provided that no such consent of the Company shall be required if an Event of Default has occurred and is continuing) be less than \$10,000,000 or an integral multiple of \$1,000,000 in excess thereof;

(iv) the parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance and recording in the Register, an Assignment and Assumption covering such assignment, and the assignee, if it is not a Bank, shall deliver to the Administrative Agent an Administrative Questionnaire; and

(v) the parties to each such assignment (other than the Company) shall, prior to the effectiveness of such assignment, deliver to the Administrative Agent a processing and recordation fee of \$3,500.

Upon such execution, delivery, acceptance and recording, from and after the effective date specified in each Assignment and Assumption, (x) the assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been transferred to it pursuant to such Assignment and Assumption, have the rights and obligations of a Bank hereunder and (y) the Bank assignor thereunder shall, to the extent that rights and obligations hereunder have been transferred by it pursuant to such Assignment and Assumption, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all or the remaining portion of an assigning Bank's rights and obligations under this Agreement, such Bank shall cease to be a party hereto).

(c) By executing and delivering an Assignment and Assumption, the Bank assignor thereunder and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Assumption, such assigning Bank 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 any related agreement, instrument or document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto; (ii) such assigning Bank makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Company or the performance or observance by the Company of any of its obligations under this Agreement or any related agreement, instrument or document furnished pursuant hereto; (iii) such assignee confirms that it has received a copy of this Agreement, together with copies of the financial statements referred to in Section 6.01 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 Assumption; (iv) such assignee will, independently and without reliance upon the Administrative Agent, such assigning Bank or any other Bank 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; (v) such assignee confirms that it is an Eligible Bank; (vi) such assignee irrevocably appoints and authorizes the Administrative Agent to take such action as administrative agent on its behalf and to exercise such powers under this Agreement as are delegated to the Administrative Agent by the terms hereof, together with such powers as are reasonably incidental thereto; and (vii) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement are required to be performed by it as a Bank.

(d) The Administrative Agent, acting solely for this purpose as an agent of the Company, shall maintain at its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Banks, and the Commitments and Fronting Commitments, if any, of, and principal amount (and stated interest) of the Advances and LC Disbursements owing to, each Bank pursuant to the terms hereof from time to time (the “Register”). The entries in the Register shall be conclusive absent manifest error, and the Company, the Administrative Agent, the Issuing Banks and the Banks shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Bank hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Company, the Issuing Banks and any Bank, at any reasonable time and from time to time upon reasonable prior notice.

(e) Upon its receipt of an Assignment and Assumption executed by an assigning Bank and an assignee representing that it is an Eligible Bank, subject to such assignment, the Administrative Agent shall, if such Assignment and Assumption has been completed (and the Company, the Beneficiaries and the Administrative Agent shall have consented to the relevant assignment) and is in substantially the form of Exhibit D hereto, (i) accept such Assignment and Assumption, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the Company.

(f) (i) Each Bank may sell participations to one or more banks or other entities (other than (x) a natural Person, or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of a natural Person, (y) a Defaulting Bank or (z) any Loan Party or any Affiliate of a Loan Party) in or to all or a portion of its rights and/or obligations under this Agreement (including all or a portion of its Commitments and the Advances owing to it); provided that (i) such Bank’s obligations under this Agreement (including its Commitment) and the Letters of Credit shall remain unchanged, (ii) such Bank shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the Company, the Administrative Agent, the Issuing Banks and the other Banks shall continue to deal solely and directly with such Bank in connection with such Bank’s rights and obligations under this Agreement, (iv) in any proceeding under the United States Bankruptcy Code in respect of the Company, such Bank shall remain and be, to the fullest extent permitted by law, the sole representative with respect to the rights and obligations held in the name of such Bank (whether such rights or obligations are for such Bank’s own account or for the account of any participant) and (v) no participant under any such participation agreement shall have any right to approve any amendment or waiver of any provision of this Agreement or the Letters of Credit, or to consent to any departure by the Company therefrom, except to the extent that such amendment, waiver or consent would reduce the LC Reimbursement Obligations or principal of, or interest on, the Advances or any fees, commissions or other amounts payable hereunder, in each case to the extent subject to such participation, or postpone any date fixed for any payment of the LC Reimbursement Obligations or of the principal of, or interest on, the Advances or any fees or other amounts payable hereunder, in each case to the extent subject to such participation. No sale by a Bank of any participation shall alter the obligations of such Bank under any Letter of Credit.

(i) Each Bank that sells a participation, acting solely for this purpose as a non-fiduciary agent of the Company, shall 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 Advances or other obligations under this Agreement (the "Participant Register"); provided that no Bank shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any participant or any information relating to a participant's interest in any Commitments, Advances, Letters of Credit or its other obligations under this Agreement) except to the extent that such disclosure is necessary to establish that such Commitment, Advance, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations or Section 1.163-5(b) of the United States Proposed Treasury Regulations (or, in each case, any amended or successor version). The entries in the Participant Register shall be conclusive absent manifest error, and such Bank, the Company and the Administrative Agent shall treat each Person whose name is recorded in the Participant Register pursuant to the terms hereof as the owner of such participation for all purposes of this Agreement, notwithstanding notice to the contrary. The Company agrees that each participant shall be entitled to the benefits of Sections 4.02 and 4.05 (subject to the requirements and limitations therein, including the requirements under Section 4.05(e) (it being understood that the documentation required under Section 4.05(e) shall be delivered to the participating Bank)) to the same extent as if it were a Bank and had acquired its interest by assignment pursuant to this Section; provided that such participant shall not be entitled to receive any greater payment under Sections 4.02 and 4.05, with respect to any participation, than its participating Bank would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the participant acquired the applicable participation.

(g) Any Bank may, in connection with any assignment or participation or proposed assignment or participation pursuant to this Section 10.06, disclose to the assignee or participant or proposed assignee or participant, any information relating to the Company or any of its Subsidiaries furnished to such Bank by or on behalf of the Company; provided that, prior to any such disclosure, the assignee or participant or proposed assignee or participant shall agree to preserve the confidentiality of any information relating to the Company or any of its Subsidiaries received by it from such Bank as more fully set forth in Section 10.13.

(h) Notwithstanding any other provision set forth in this Agreement, any Bank may at any time, without the consent of the Company, create a security interest in all or any portion of its rights under this Agreement, including in favor of any Federal Reserve Bank in accordance with Regulation A of the Board of Governors of the Federal Reserve System or other central bank.

(i) Notwithstanding any other provision set forth in this Agreement, any Bank may at any time, without the consent of the Company, any Beneficiary or the Administrative Agent but with notice to the Company and the Administrative Agent, assign to an Affiliate (so long as such Affiliate is an Eligible Bank) of such Bank all or any portion of its rights (but not its obligations) under this Agreement.

(j) An Issuing Bank may assign any or all of its Fronting Commitment to an Eligible Bank only with the prior written consent of the Company (not to be unreasonably withheld or delayed); *provided*, that no such consent shall be required if an Event of Default has occurred and is continuing or the entity serving as Issuing Bank (and its Affiliates) otherwise have no Commitment.

SECTION 10.07. Governing Law; Submission to Jurisdiction.

(a) Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York. Each party hereto irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether at law or in equity, whether in contract or in tort or otherwise, against any other party hereto, or any Related Party thereof, in any way relating to this Agreement or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County and of the United States District Court for the Southern District of New York sitting in New York County and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Waiver of Venue. Each party hereto irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 10.02. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

SECTION 10.08. Severability. In case any provision in this Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be severable from the rest of this Agreement, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 10.09. Counterparts; Integration; Effectiveness; Electronic Execution. (a) This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Agreement and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 5.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 10.01), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an “Ancillary Document”) that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Banks shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Company or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic signature and (ii) upon the request of the Administrative Agent or any Banks, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Company hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Banks and the Company, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (ii) the Administrative Agent and each of the Banks may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person’s business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (iii) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (iv) waives any claim against the Administrative Agent, any Arranger, any Bank and any Related Party of any of the foregoing Persons for any losses, claims (including intraparty claims), demands, damages or liabilities of any kind arising solely from the Administrative Agent’s and/or any Bank’s reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any losses, claims (including intraparty claims), demands, damages or liabilities of any kind arising as a result of the failure of the Company to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

SECTION 10.10. Survival. The obligations of the Company under Sections 2.02(a), 4.02, 4.05, and 10.04, and the obligations of the Banks under Section 9.05, shall survive the repayment of the LC Reimbursement Obligations, the expiration or termination of the Letters of Credit, the termination of the Commitments and the payment in full of principal, interest and all other amounts payable hereunder. In addition, each representation and warranty made, or deemed to be made by any Notice of Borrowing, Notice of Issuance or Notice of Increase herein or pursuant hereto shall survive the making of such representation and warranty, and no Bank shall be deemed to have waived, by issuing a Letter of Credit or making an Advance, any Default that may arise by reason of such representation or warranty proving to have been false or misleading, notwithstanding that such Bank, any Issuing Bank or the Administrative Agent may have had notice or knowledge or reason to believe that such representation or warranty was false or misleading at the time such extension of credit was made.

SECTION 10.11. Sharing of Set-Offs, Etc.

(a) Without limiting any of the rights or obligations of the Administrative Agent or the Banks or the rights or obligations of the Company hereunder, if the Company shall fail to pay when due (whether at stated maturity, by acceleration or otherwise) any amount payable by it hereunder, each Bank is hereby authorized at any time and from time to time, to the fullest extent permitted by law, without prior notice to the Company (which notice is expressly waived by the Company to the fullest extent permitted by applicable law), to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final, in any currency, matured or unmatured) and any other obligations at any time held or owing by such Bank or any Subsidiary, Affiliate, branch or agency thereof to or for the credit or account of the Company or any Guarantor, if any. Such Bank shall promptly provide notice to the Company of such set-off; provided that failure by such Bank to provide such notice to the Company shall not give the Company or any Guarantor any cause of action or right to damages or affect the validity of such set-off and application. The rights of each Bank under this Section are in addition to any other rights and remedies (including any other rights of set-off) that such Bank may have.

(b) Each Bank agrees that if it shall, by exercising any right of set-off or counterclaim or otherwise, receive payment of a proportion of the aggregate LC Reimbursement Obligations or the Advances or interest due with respect thereto in excess of its *pro rata* share thereof the Bank receiving such proportionately greater payment shall purchase such participations from the other Banks, and/or such other adjustments shall be made, as may be required so that all such payments shall be shared by the Banks *pro rata* as provided in this Agreement; provided that nothing in this Section shall impair the right of any Bank to exercise any right of set-off or counterclaim it may have and to apply the amount thereof to the payment of indebtedness of the Company other than its indebtedness under this Agreement. Each of the Company and the Guarantors, if any, agrees, to the fullest extent it may effectively do so under applicable law, that any holder of a participation under this clause may exercise rights of set-off or counterclaim and other rights with respect to such participation as fully as if such holder of a participation were a direct creditor of the Company and such Guarantor in the amount of such participation.

SECTION 10.12. Waiver of Jury Trial. EACH OF THE COMPANY, EACH GUARANTOR, IF ANY, THE ADMINISTRATIVE AGENT, THE ISSUING BANKS AND EACH BANK HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) EACH PARTY HERETO AND EACH GUARANTOR, IF ANY, (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.12.

SECTION 10.13. Confidentiality. Neither the Administrative Agent nor any Bank shall disclose any Confidential Information to any Person without the consent of the Company, other than (a) to the Administrative Agent's or such Bank's Affiliates and their officers, directors, employees, agents, insurance brokers, insurers, reinsurers and advisors (including accountants and lawyers) and to actual or prospective assignees and participants, and then only on a confidential basis (it being understood that any failure of such Persons to comply with this Section 10.13 shall constitute a breach of this Agreement by the Administrative Agent or the relevant Bank, as applicable), (b) to the extent required by any applicable law, rule or regulation or judicial process, (c) to any rating agency when required by it on a confidential basis, (d) to any other party hereto, (e) if necessary in connection with the exercise of any remedies hereunder, (f) subject to an agreement containing provisions substantially the same as those of this paragraph (i) to any assignee of or participant in, or any prospective assignee of or participant in, any of its rights or obligations under this Agreement or (ii) to any counterparty under a swap, derivative or other transaction under which payments are to be made by reference to the Company and its obligations under this Agreement and (g) as requested or required by any state, federal or foreign authority or examiner or self-regulatory body regulating banks or banking; provided that, (i) in the case of the foregoing clauses (b), (e) and (g) unless specifically prohibited by applicable law or court order, and to the extent reasonably practicable, each Bank and the Administrative Agent shall notify the Company of any request by any governmental agency or representative thereof (other than any such request in connection with an examination of the financial condition of such Bank by such governmental agency or other routine examinations of such Bank by such governmental agency) for disclosure of any such non-public information prior to disclosure of such information and (ii) in the case of clause (e) only, each Bank and the Administrative Agent shall use its reasonable best efforts to ensure that such information is kept confidential in connection with the exercise of such remedies. In addition, the Administrative Agent and the Banks may disclose the existence of this Agreement and information about this Agreement (solely with respect to information about the Agreement and the transactions contemplated herein of the type customarily provided to such entities) to market data collectors, similar service providers to the lending industry and service providers to the Administrative Agent and the Banks in connection with the administration of this Agreement and the Commitments.

SECTION 10.14. USA PATRIOT Act. Each Bank hereby notifies the Company that pursuant to the requirements of the Patriot Act and the requirements of the Beneficial Ownership Regulation, it and its respective affiliates are required to obtain, verify and record information that identifies the Loan Parties which information includes the name, address, tax identification number and other information regarding the Loan Parties that will allow such Bank to identify the Loan Parties in accordance with the Patriot Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the Patriot Act and is effective for each of the Banks and each of their respective affiliates.

SECTION 10.15. No Advisory or Fiduciary Relationship. 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 Company and each other Loan Party acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Arranger, and the Banks are arm's-length commercial transactions between the Company, each other Loan Party and their respective Affiliates, on the one hand, and the Administrative Agent, the Arranger and the Banks, on the other hand, (B) each of the Company and the other Loan Parties has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Company and each other Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Administrative Agent, the Arranger, and each Bank 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 Company, any other Loan Party or any of their respective Affiliates, or any other Person and (B) neither the Administrative Agent, the Arranger, nor any Bank has any obligation to the Company, any other Loan Party or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent, the Arranger and the Banks and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company, the other Loan Parties and their respective Affiliates, and neither the Administrative Agent, the Arranger nor any Bank has any obligation to disclose any of such interests to the Company, any other Loan Party or any of their respective Affiliates. The Company and each other Loan Party agrees that it will not assert any claim against the Administrative Agent, any Arranger or any Bank based on an alleged breach of fiduciary duty by the Administrative Agent, such Arranger or such Bank, as applicable, in connection with this Agreement and the transactions contemplated hereby.

SECTION 10.16. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder that may be payable to it by any party hereto that is an Affected Financial Institution; and
- (b) the effects of any Bail-In Action on any such liability, including, if applicable:
  - (i) a reduction in full or in part or cancellation of any such liability;
  - (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or
  - (iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

## ARTICLE XI GUARANTEES

SECTION 11.01. The Guarantees. To induce the Banks to provide the credits described herein and in consideration of benefits expected to accrue to the Company by reason of the Commitments, the Advances and the Letters of Credit and for other good and valuable consideration, receipt of which is hereby acknowledged, each Guarantor party hereto (including any such Subsidiary executing an Additional Guarantor Supplement in substantially the form attached hereto as Exhibit E or such other form reasonably acceptable to the Administrative Agent) hereby unconditionally and irrevocably guarantees jointly and severally to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Banks, the due and punctual payment of all present and future Obligations of the Company, in each case as and when the same shall become due and payable, whether at stated maturity, by acceleration, or otherwise, according to the terms hereof or any other applicable Loan Document (including all interest, costs, fees, and charges after the entry of an order for relief against the Company or such other obligor in a case under the United States Bankruptcy Code or any similar proceeding, whether or not such interest, costs, fees and charges would be an allowed claim against the Company or any such obligor in any such proceeding). In case of failure by the Company punctually to pay any Obligations guaranteed hereby, each Guarantor of the Company's Obligations under this Section 11.01 hereby unconditionally agrees to make such payment or to cause such payment to be made punctually as and when the same shall become due and payable, whether at stated maturity, by acceleration, or otherwise, and as if such payment were made by the Company.

SECTION 11.02. Guarantee Unconditional. The obligations of each Guarantor under this Article XI shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged, or otherwise affected by:

- (a) any extension, renewal, settlement, compromise, waiver, or release in respect of any obligation of the Company or other obligor or of any other guarantor under this Agreement or any other Loan Document or by operation of law or otherwise;
- (b) any modification or amendment of or supplement to this Agreement or any other Loan Document;
- (c) any change in the corporate existence, structure, or ownership of, or any insolvency, bankruptcy, reorganization, or other similar proceeding affecting, the Company or other obligor, any other guarantor, or any of their respective assets, or any resulting release or discharge of any obligation of the Company or other obligor or of any other guarantor contained in any Loan Document;
- (d) the existence of any claim, set-off, or other rights which the Company or other obligor or any other guarantor may have at any time against the Administrative Agent, any Bank or any other Person, whether or not arising in connection herewith;
- (e) any failure to assert, or any assertion of, any claim or demand or any exercise of, or failure to exercise, any rights or remedies against the Company or other obligor, any other guarantor, or any other Person or property such Person;
- (f) any application of any sums by whomsoever paid or howsoever realized to any obligation of the Company or other obligor, regardless of what obligations of the Company or other obligor remain unpaid;
- (g) any invalidity or unenforceability relating to or against the Company or other obligor or any other guarantor for any reason of this Agreement or of any other Loan Document or any provision of applicable law or regulation purporting to prohibit the payment by the Company or other obligor or any other guarantor of the principal of or interest on any Advance or Letter of Credit or any other amount payable under the Loan Documents; or
- (h) any other act or omission to act or delay of any kind by the Administrative Agent, any Bank or any other Person or any other circumstance whatsoever that might, but for the provisions of this paragraph, constitute a legal or equitable discharge of the obligations of any Guarantor under this Article XI.

Each Guaranty hereunder shall be a guaranty of payment and not of collection.

SECTION 11.03. Discharge Only upon Payment in Full; Reinstatement in Certain Circumstances. Except as set forth in Section 7.03(c) or Section 9.06, each Guarantor's obligations under this Article XI shall remain in full force and effect until the Commitments are terminated and the principal of and interest on the Advances and LC Reimbursement Obligations and all other amounts payable by the Company and Guarantors under this Agreement and all other Loan Documents (other than contingent obligations for which no claim has been made) have been paid in full in cash. If at any time any payment of the principal of or interest on any Advance or LC Reimbursement Obligation or any other amount payable by the Company or other obligor or any Guarantor under the Loan Documents is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy, or reorganization of the Company or other obligor or of any guarantor, or otherwise, each Guarantor's obligations under this Article XI with respect to such payment shall be reinstated at such time as though such payment had become due but had not been made at such time.

SECTION 11.04. Subrogation. Each Guarantor agrees it will not exercise any rights which it may acquire by way of subrogation by any payment made hereunder, or otherwise, until all the Obligations shall have been paid in full subsequent to the termination of all the Commitments. If any amount shall be paid to a Guarantor on account of such subrogation rights at any time prior to the payment in full of the Obligations and all other amounts payable by the Company hereunder and the other Loan Documents (other than contingent obligations for which no claim has been made) and the termination of the Commitments, such amount shall be held in trust for the benefit of the Administrative Agent and the Banks and shall forthwith be paid to the Administrative Agent for the benefit of the Banks or be credited and applied upon the Obligations, whether matured or unmatured, in accordance with the terms of this Agreement.

SECTION 11.05. Waivers. Each Guarantor irrevocably waives acceptance hereof, presentment, demand, protest, and any notice not provided for herein, as well as any requirement that at any time any action be taken by the Administrative Agent, any Bank or any other Person against the Company or other obligor, another guarantor, or any other Person.

SECTION 11.06. Limit on Liability. The obligations of each Guarantor under this Article XI shall be limited to an aggregate amount equal to the largest amount that would not render such Guaranty subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provisions of applicable law.

SECTION 11.07. Stay of Acceleration. If acceleration of the time for payment of any amount payable by the Company or other obligor under this Agreement or any other Loan Document is stayed upon the insolvency, bankruptcy or reorganization of the Company or such obligor, all such amounts otherwise subject to acceleration under the terms of this Agreement or the other Loan Documents shall nonetheless be payable by the Guarantors hereunder forthwith on demand by the Administrative Agent made at the request of the Majority Banks.

SECTION 11.08. Benefit to Guarantors. The Company and the Guarantors are engaged in related businesses and integrated to such an extent that the financial strength and flexibility of the Company has a direct impact on the success of each Guarantor. Each Guarantor will derive substantial direct and indirect benefit from the extensions of credit hereunder.

SECTION 11.09. Guarantor Covenants. Each Guarantor shall take such action as the Company is required by this Agreement to cause such Guarantor to take, and shall refrain from taking such action as the Company is required by this Agreement to prohibit such Guarantor from taking.

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

THE CIGNA GROUP

By: /s/ Timothy D. Buckley  
Name: Tim Buckley  
Title: Vice President and Treasurer

[Signature Page to Cigna Revolving Credit and Letter of Credit Agreement (2023)]

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

By: /s/ Gregory T. Martin  
Name: Gregory T. Martin  
Title: Executive Director

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Banks

JPMORGAN CHASE BANK, N.A.

By: /s/ Gregory T. Martin  
Name: Gregory T. Martin  
Title: Executive Director

BANK OF AMERICA, N.A.

By: /s/ Tyler Morgan  
Name: Tyler Morgan  
Title: Vice President

CITIBANK, N.A.

By: /s/ Maureen Maroney  
Name: Maureen Maroney  
Title: Vice President

MORGAN STANLEY BANK, N.A.

By: /s/ Michael King  
Name: Michael King  
Title: Authorized Signatory

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Darin Mullis  
Name: Darin Mullis  
Title: Managing Director

MUFG BANK, LTD.,

By: /s/ Jacob Ulevich  
Name: Jacob Ulevich  
Title: Director

DEUTSCHE BANK AG NEW YORK BRANCH

By: /s/ Ming K. Chu  
Name: Ming K. Chu  
Title: Director

By: /s/ Douglas Darman  
Name: Douglas Darman  
Title: Director

GOLDMAN SACHS BANK USA

By: /s/ William E. Briggs IV  
Name: William E. Briggs IV  
Title: Authorized Signatory

HSBC BANK USA, NATIONAL ASSOCIATION

By: /s/ David Filipczak  
Name: David Filipczak  
Title: Director

U.S. BANK NATIONAL ASSOCIATION, AS A BANK

By: /s/ Maria Massimino  
Name: Maria Massimino  
Title: Senior Vice President

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK

By: /s/ Jill Wong  
Name: Jill Wong  
Title: Director

By: /s/ Gordon Yip  
Name: Gordon Yip  
Title: Director

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MIZUHO BANK, LTD.

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

PNC BANK, NATIONAL ASSOCIATION

By: /s/ Paul Gleason  
Name: Paul Gleason  
Title: Senior Vice President

TRUIST BANK

By: /s/ Tim Conway  
Name: Tim Conway  
Title: Vice President

THE BANK OF NEW YORK MELLON

By: /s/ Jennifer S. O'Neill  
Name: Jennifer S. O'Neill  
Title: Director

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: /s/ Nathaniel E. (Ned) Sher  
Name: Nathaniel E. (Ned) Sher  
Title: Managing Director

REGIONS BANK

By: /s/ Ned Spitzer  
Name: Ned Spitzer  
Title: Managing Director

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ROYAL BANK OF CANADA

By: /s/ Jennifer Flann  
Name: Jennifer Flann  
Title: Authorized Signatory

SUMITOMO MITSUI BANKING CORPORATION

By: /s/ Cindy Hwee  
Name: Cindy Hwee  
Title: Director

THE BANK OF NOVA SCOTIA

By: /s/ Arjun Talwalkar  
Name: Arjun Talwalkar  
Title: Director

THE TORONTO-DOMINION BANK, NEW YORK BRANCH, AS BANK

By: /s/ Mike Tkach  
Name: Mike Tkach  
Title: Authorized Signatory

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