

REPORTABLE EVENT NOTICE

UPMC

On May 24, 2023, UPMC ("UPMC") incurred a "financial obligation" (as that term is defined in SEC Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the "Rule")), through the provision to UPMC of a taxable line of credit facility in the maximum principal amount of \$1,000,000,000 (the "Line of Credit") by a group of lenders including The Bank of New York Mellon, KeyBank National Association, Royal Bank of Canada, The Huntington National Bank, Bank of America, N.A., HSBC Bank USA, National Association and Barclays Bank PLC (together, the "Lenders"). The form of Second Amended and Restated Credit Agreement dated May 24, 2023 entered into by UPMC and the Lenders is attached hereto.

This Notice is delivered by UPMC pursuant to applicable continuing disclosure obligations of UPMC in connection with the various bonds and notes as to which it is an obligated person for purposes of the Rule. Under the terms of UPMC's disclosure obligations, UPMC is obligated to file with the MSRB notice of the incurrence by UPMC of a financial obligation, if material, within ten (10) business days after the incurrence of the financial obligation.

May 30, 2023



**SECOND AMENDED AND RESTATED CREDIT
AGREEMENT**

DATED AS OF MAY 24, 2023

AMONG

**UPMC,
AS THE BORROWER,**

**CERTAIN FINANCIAL INSTITUTIONS PARTY HERETO,
AS THE LENDERS,**

AND

**THE BANK OF NEW YORK MELLON,
AS ADMINISTRATIVE AGENT**

**The Bank of New York Mellon,
Royal Bank of Canada
and
KeyBank National Association,
as Joint Lead Arrangers and Joint Bookrunners**

and

**The Bank of New York Mellon,
Royal Bank of Canada
and
KeyBank National Association,
as Co-Syndication Agents**

[REDACTED]

[REDACTED]

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	1
1.1 Definitions.....	1
1.2 Construction.....	23
1.3 Rates.....	24
1.4 Term SOFR Conforming Changes.....	24
1.5 Divisions	25
1.6 Facility LC Amounts.....	25
ARTICLE II THE CREDITS	25
2.1 Commitment	25
2.2 Required Payments; Termination	25
2.3 Ratable Loans.....	25
2.4 Types of Advances and Number of Interest Periods	25
2.5 Commitment Fee; Changes in Aggregate Commitment.....	26
2.6 Minimum Amount of Each Advance.....	27
2.7 Optional Principal Payments.....	27
2.8 Method of Selecting Types and Interest Periods for New Advances.	27
2.9 Conversion and Continuation of Outstanding Advances.....	28
2.10 Changes in Interest Rate, etc.....	28
2.11 Rates Applicable After Default.....	29
2.12 Method of Payment.....	29
2.13 Evidence of Indebtedness.	29
2.14 Telephonic Notices.	30
2.15 Interest Payment Dates; Interest and Fee Basis.....	31
2.16 Notification of Advances, Interest Rates, Prepayments and Commitment Reductions.....	31
2.17 Lending Offices.	31
2.18 Administrative Agent's Clawback	32
2.18.1 Funding by Lenders; Presumption by Administrative Agent	32
2.18.2 Payments by Borrower; Presumptions by Administrative Agent.....	32
2.18.3 Conclusiveness of Notice.....	33
2.19 Facility LCs.....	33
2.19.1 Issuance.....	33
2.19.2 Participations.....	34
2.19.3 Notice.....	34
2.19.4 LC Fees.	35
2.19.5 Administration; Reimbursement by Lenders.....	35
2.19.6 Reimbursement by Borrower.....	36
2.19.7 Obligations Absolute.	36
2.19.8 Actions of LC Issuers.....	37
2.19.9 Indemnification.....	37
2.19.10 Lenders' Indemnification.....	37
2.19.11 Facility LC Collateral Account.	37
2.19.12 Rights as a Lender.....	38
2.19.13 Changes to LC Commitments.....	38
2.20 Extension of Facility Termination Date.....	38

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UPMC Second Amended and Restated Credit Agreement

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2.21	Replacement of Lender	38
2.22	Defaulting Lenders.....	39
2.22.1	Defaulting Lender Adjustments	39
2.22.2	Defaulting Lender Cure	41
2.22.3	New Facility LCs	42
2.23	Cash Collateral.....	42
2.23.1	Grant of Security Interest.....	42
2.23.2	Application.....	42
2.23.3	Termination of Requirement.....	42
ARTICLE III YIELD PROTECTION; TAXES; RATE LIMITATIONS; INDEMNITY . 43		
3.1	Increased Costs.	43
3.1.1	Increased Costs Generally.....	43
3.1.2	Capital Requirements.....	43
3.1.3	Certificates for Reimbursement; Repayment of Outstanding Loans; Borrowing of New Loans.	44
3.1.4	Delay in Requests.	44
3.1.5	Survival.	44
3.2	Taxes	44
3.2.1	Defined Terms	44
3.2.2	Payments Free of Taxes	44
3.2.3	Payment of Other Taxes by the Borrower	45
3.2.4	Indemnification by the Borrower.....	45
3.2.5	Indemnification by the Lenders	45
3.2.6	Evidence of Payments.....	45
3.2.7	Status of Lenders.....	45
3.2.8	Treatment of Certain Refunds.....	47
3.2.9	Survival.....	48
3.3	Inability to Determine Rates	48
3.4	Indemnity.	49
3.5	Illegality	50
3.6	Benchmark Replacement Setting.....	50
3.6.1	Benchmark Replacement	50
3.6.2	Benchmark Replacement Conforming Changes.....	51
3.6.3	Notices; Standards for Decisions and Determinations.....	51
3.6.4	Unavailability of Tenor of Benchmark.....	51
3.6.5	Benchmark Unavailability Period.....	52
ARTICLE IV CONDITIONS PRECEDENT		52
4.1	Conditions to Effectiveness	52
4.2	Each Credit Extension.....	54
ARTICLE V REPRESENTATIONS AND WARRANTIES.....		55
5.1	Existence and Standing	55
5.2	Authorization and Validity; Master Indenture Obligations.	55
5.3	No Conflict; Government Consent.	55
5.4	Financial Statements.	56

5.5	Material Adverse Change.....	56
5.6	Tax Exempt Status; Taxes and Tax Returns.....	56
5.7	Litigation and Contingent Obligations.....	56
5.8	Subsidiaries.....	56
5.9	ERISA Compliance.....	57
5.10	Accuracy of Information.....	57
5.11	Material Agreements.....	57
5.12	Compliance With Laws.....	58
5.13	Ownership of Properties.....	58
5.14	No Prohibited Transaction.....	58
5.15	Environmental Matters.....	58
5.16	Investment Company Act.....	58
5.17	Insurance.....	58
5.18	Master Indenture.....	58
5.19	Anti-Corruption Laws and Sanctions.....	58
5.20	Affected Financial Institutions.....	59
ARTICLE VI COVENANTS.....		59
6.1	Financial Reporting.....	59
6.2	Use of Proceeds.....	61
6.3	Notice of Default.....	61
6.4	Conduct of Business.....	61
6.5	Tax-Exempt Status; Taxes and Tax Returns.....	61
6.6	Insurance.....	62
6.7	Compliance with Laws.....	62
6.8	Maintenance of Properties.....	62
6.9	Inspection.....	62
6.10	Amendments to Agreements.....	62
6.11	Debt Service Coverage Ratio.....	62
6.12	Liquidity Ratio.....	63
6.13	Performance of Master Indenture Covenants.....	63
6.14	Master Trust Obligated Issuers.....	63
6.15	Anti-Corruption Laws and Sanctions.....	63
ARTICLE VII DEFAULTS.....		63
7.1	Breach of Representations and Warranties.....	63
7.2	Nonpayment.....	63
7.3	Specific Covenants.....	64
7.4	Other Covenants.....	64
7.5	Defaults under other Loan Documents.....	64
7.6	Cross Defaults.....	64
7.7	Debtor Relief Laws.....	64
7.8	Appointment of Receiver, Etc.....	64
7.9	Condemnations and Seizures.....	65
7.10	Judgments.....	65
7.11	ERISA Defaults.....	65
7.12	Environmental Defaults.....	65

7.13	Liens.....	65
7.14	No Prohibited Transaction Representation	65
ARTICLE VIII ACCELERATION, WAIVERS, AMENDMENTS AND REMEDIES.....		65
8.1	Acceleration; Facility LC Collateral Account.	65
8.2	Amendments.	67
8.3	Preservation of Rights.....	68
ARTICLE IX GENERAL PROVISIONS		68
9.1	Survival of Representations.....	68
9.2	Governmental Regulation.	68
9.3	Headings.	68
9.4	Entire Agreement.....	68
9.5	Several Obligations Benefits of this Agreement.....	68
9.6	Expenses; Indemnification.....	69
9.7	Numbers of Documents.	70
9.8	Accounting.....	70
9.9	Severability of Provisions.	71
9.10	Nonliability of Lenders.	71
9.11	Treatment of Certain Information; Confidentiality.....	71
9.11.1	Confidentiality	71
9.11.2	Information	72
9.12	Nonreliance.....	72
9.13	Disclosure.	72
ARTICLE X THE ADMINISTRATIVE AGENT.....		72
10.1	Appointment; Nature of Relationship.....	72
10.2	Powers.....	73
10.3	General Immunity.	73
10.4	No Responsibility for Loans, Recitals, etc.....	73
10.5	Action on Instructions of Lenders.....	73
10.6	Employment of Agents and Counsel.	74
10.7	Reliance on Documents; Counsel.	74
10.8	Agent’s Reimbursement and Indemnification.	74
10.9	Notice of Default.....	75
10.10	Rights as a Lender.....	75
10.11	Lender Credit Decision.....	75
10.12	Successor Administrative Agent.....	75
10.12.1	Resignation.....	75
10.12.2	Removal	75
10.12.3	Successor.....	76
10.13	Delegation to Affiliates.....	76
10.14	No Other Duties, etc	76
10.15	Erroneous Payments.....	76
10.15.1	Generally	76
10.15.2	Notice	77
10.15.3	Netting.....	78

10.15.4	Subrogation	78
10.15.5	Waiver	78
ARTICLE XI SETOFF; RATABLE PAYMENTS		79
11.1	Setoff	79
11.2	Ratable Payments.....	79
ARTICLE XII BENEFIT OF AGREEMENT; ASSIGNMENTS; PARTICIPATIONS.....		79
12.1	Successors and Assigns.....	79
12.1.1	Successors and Assigns Generally.....	79
12.1.2	Assignments by Lenders	79
12.1.3	Register	82
12.1.4	Participations.....	82
12.1.5	Certain Pledges	83
ARTICLE XIII NOTICES.....		83
13.1	Notices.	83
13.1.1	Notices Generally.....	83
13.1.2	Electronic Communications.....	84
13.2	Change of Address, etc.	85
13.3	Platform.....	85
ARTICLE XIV COUNTERPARTS.....		85
ARTICLE XV CHOICE OF LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL, ETC.....		86
15.1	CHOICE OF LAW.	86
15.2	CONSENT TO JURISDICTION.....	86
15.3	Waiver of Venue	86
15.4	WAIVER OF JURY TRIAL.....	86
15.5	USA Patriot Act Notice.	87
15.6	No Fiduciary Relationship	87
15.7	Acknowledgement and Consent to Bail-in of Affected Financial Institutions	87
15.8	Amendment and Restatement; No Novation	88
15.9	Certain ERISA Matters	89
15.10	Cashless Settlement	90

SCHEDULES:

Schedule 1	Pricing Grid
Schedule 2	Borrower Organizational Structure

EXHIBITS:

Exhibit A	Form of Note
Exhibit B	Form of Assignment and Assumption
Exhibit C	Form of Opinion of Counsel
Exhibit D	Commitments and LC Commitments
Exhibit E	Reserved
Exhibit F	Form of Borrowing Notice
Exhibit G	Form of Conversion/Continuation Notice
Exhibit H-1	Form of U.S. Tax Compliance Certificate (For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)
Exhibit H-2	Form of U.S. Tax Compliance Certificate (For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)
Exhibit H-3	Form of U.S. Tax Compliance Certificate (For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)
Exhibit H-4	Form of U.S. Tax Compliance Certificate (For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

This SECOND AMENDED AND RESTATED CREDIT AGREEMENT, dated as of May 24, 2023, is entered into by and among UPMC, a Pennsylvania non-profit corporation (d/b/a University of Pittsburgh Medical Center and UPMC Health System) (the “*Borrower*”), as the Borrower, certain financial institutions that are or may become parties hereto, as the Lenders, and THE BANK OF NEW YORK MELLON, having an office in New York, New York, as Administrative Agent.

RECITALS

WHEREAS, the Borrower, the Lenders party thereto and the Administrative Agent entered into that certain First Amended and Restated Credit Agreement, dated as of January 24, 2019, as amended by Amendment No. 1, dated as of February 8, 2023 (as so amended, the “*Existing Credit Agreement*”); and

WHEREAS, the Borrower desires to make certain amendments to the Existing Credit Agreement by amending and restating the Existing Credit Agreement in the form set forth below and the Lenders (other than the Departing Lenders (as hereinafter defined)) are willing to agree to such amendment and restatement on the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Existing Credit Agreement is hereby amended and restated in its entirety, without novation, to read as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. In addition to other words and terms defined elsewhere in this Agreement, the following words and terms have the following meanings, respectively, unless the context otherwise clearly requires, all as used in this Agreement:

“*Adjusted Daily Simple SOFR*” means, for purposes of any calculation, the rate per annum equal to (a) Daily Simple SOFR for such calculation plus (b) the SOFR Adjustment; provided that if Adjusted Daily Simple SOFR as so determined shall ever be less than the Floor, then Adjusted Daily Simple SOFR shall be deemed to be the Floor.

“*Adjusted Term SOFR*” means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the SOFR Adjustment; provided that if Adjusted Term SOFR as so determined shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor.

“*Administrative Agent*” means BNY Mellon in its capacity as contractual representative of the Lenders pursuant to Article X, and not in its individual capacity as a Lender or LC Issuer, and any successor Administrative Agent appointed pursuant to Article X.

“*Administrative Agent’s Payment Office*” means the office of the Administrative Agent located at [REDACTED].

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

“Advance” means a borrowing hereunder (i) funded by the Lenders on the same Borrowing Date, or (ii) converted or continued by the Lenders on the same date of conversion or continuation, consisting, in either case, of the aggregate amount of the several Loans of the same Type and, in the case of Term SOFR Loans, for the same Interest Period.

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

“Affiliate” means a Person which is controlled directly or indirectly by a Master Trust Obligated Issuer. For the purposes of this definition, control means with respect to: (a) a corporation having stock, the ownership of more than fifty percent (50%) of the securities the holders of which are entitled to elect a majority of the members of the Governing Body of such corporation; (b) a nonprofit corporation not having stock, having the power to elect or appoint a majority of the members of the Governing Body of such corporation; or (c) any other entity, the power to direct the management of such entity through the ownership of at least a majority of its voting securities or the right to designate or elect at least a majority of the members of its Governing Body, by contract or otherwise.

“Affiliated Entity” means any of the Borrower or other Master Trust Obligated Issuer, and any other Substantial Subsidiary of the Borrower.

“Agents” means, collectively, the Administrative Agent and the Co-Syndication Agents.

“Aggregate Commitment” means the aggregate of the Commitments of all the Lenders, as reduced or increased from time to time pursuant to the terms hereof. As of the Second Restatement Effective Date, the Aggregate Commitment is \$1,000,000,000.

“Aggregate Outstanding Credit Exposure” means, at any time, the aggregate of the Outstanding Credit Exposures of all the Lenders.

“Agreement” means this Second Amended and Restated Credit Agreement.

“Anti-Corruption Laws” means all laws, rules and regulations of any jurisdiction applicable to any Covered Person from time to time concerning or relating to bribery or corruption.

“Applicable Commitment Fee” means the commitment fee with respect to the Available Aggregate Commitment as described in Section 2.5(a) and determined as set forth in the Pricing Grid in the column entitled Commitment Fee Spread.

“Applicable LC Fee Rate” means the fee for Facility LCs described in Section 2.19.4 hereof and determined as set forth in the Pricing Grid. The Applicable LC Fee Rate for Facility LCs is found in the column entitled Applicable LC Fee Rate in the Pricing Grid.

“Applicable Margin” means, with respect to (a) SOFR Advances, the Applicable Margin determined as set forth in the column entitled Revolving Credit SOFR Rate Spread in the Pricing

Grid, and (b) Base Rate Advances, the Applicable Margin determined as set forth in the column entitled Revolving Credit Base Rate Spread in the Pricing Grid.

“Approved Fund” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 12.1), and accepted by the Administrative Agent, in substantially the form of Exhibit B or any other form approved by the Administrative Agent.

“Article” means an article of this Agreement unless another document is specifically referenced.

“Audited Financial Statements” means the consolidated audited financial statements of the Borrower, prepared in accordance with generally accepted accounting principles, which have been examined by an independent firm of certified public accountants appointed by the Borrower. Upon written notice from the Borrower to the Administrative Agent, “Audited Financial Statements” will include the separate audited financial statements of a member of the Obligated Group whose financial statements are not included within the consolidated audited financial statements of the Borrower.

“Authorized Officer” means, with respect to the Borrower, the chief executive officer, chief financial officer, the treasurer or any assistant treasurer of such entity, acting singly.

“Available Aggregate Commitment” means, at any time, the Aggregate Commitment then in effect minus the Aggregate Outstanding Credit Exposure at such time.

“Available Tenor” means, as of any date of determination and with respect to the then-current applicable Benchmark, if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period 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 3.6.4.

“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).

“Base Rate” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1% and (c) Adjusted Term SOFR for a one-month term in effect on such day plus 1.00%. If the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate or Adjusted Term SOFR for any reason, the Base Rate shall be determined without regard to clause (b) or (c), as applicable, of the preceding sentence until the circumstances giving rise to such inability no longer exist. Any change in the Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or Adjusted Term SOFR shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or Adjusted Term SOFR, respectively.

“Base Rate Advance” means, as to any Advance, the Base Rate Loans comprising such Advance.

“Base Rate Loan” means a Loan that bears interest at a rate based on the Base Rate.

“Base Rate Option” means the Borrower’s option to have an Advance bear interest at a rate based upon the Base Rate, such selection being made in accordance with either Section 2.8 or 2.9, as applicable.

“Benchmarks” means, initially, SOFR and the Term SOFR Reference Rate (each a **“Benchmark”**); provided that if a Benchmark Transition Event has occurred with respect to either Benchmark or the then-current applicable Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.6.1.

“Benchmark Replacement” means, with respect to any Benchmark Transition Event applicable to a Benchmark, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(a) only in the event such Benchmark is the Term SOFR Reference Rate, Adjusted Daily Simple SOFR; or

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment.

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

“Benchmark Replacement Adjustment” means, with respect to any replacement of a then-current Benchmark with an 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 Borrower giving due consideration to (a) 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 or (b) 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 Date” means a date and time determined by the Administrative Agent, which date shall be no later than the earliest to occur of the following events with respect to a then-current Benchmark:

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

(b) in the case of clause (c) of the definition of “Benchmark Transition Event,” the first date on which all Available Tenors of such Benchmark (or the published component used in the calculation thereof) have been or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-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 such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, if such Benchmark is a term rate, the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (a) or (b) 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 the occurrence of one or more of the following events with respect to a then-current Benchmark:

(a) 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 such Benchmark (or such component thereof) or, if such Benchmark is a term rate, 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 such Benchmark (or such component thereof)

or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof);

(b) 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 Federal Reserve Bank of New York, 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), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, 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 such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof); or

(c) 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 such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, if such Benchmark is a term rate, a “Benchmark Transition Event” will be deemed to have occurred with respect to such 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 then-current Benchmark, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced such Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.6 and (b) ending at the time that a Benchmark Replacement has replaced such Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.6.

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

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

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

“**BNY Mellon**” means The Bank of New York Mellon and its successors and assigns.

“**BofA**” means Bank of America, N.A., and its successors and assigns.

“**Borrower**” is defined in the introductory paragraph of this Agreement and includes its successors and assigns to the extent permitted by Section 12.1.1.

“**Borrowing Date**” means a date on which an Advance is made hereunder. “Borrowing Notice” is defined in Section 2.8.

“**Borrowing Notice**” is defined in Section 2.8.

“**Borrowing Tranche**” means specified portions of Loans outstanding as follows: (i) any Loans to which a Term SOFR Option applies which become subject to the same Interest Rate Option under the same Loan Request by the Borrower and which have the same Interest Period shall constitute one Borrowing Tranche, (ii) all Loans to which a Daily Simple SOFR Option applies shall constitute one Borrowing Tranche, and (iii) all Loans to which a Base Rate Option applies shall constitute one Borrowing Tranche.

“**Business Day**” means (i) with respect to any borrowing, payment or rate selection of SOFR Advances, a day (other than a Saturday or Sunday) on which banks generally are open in Pittsburgh, Pennsylvania, and New York, New York, for the conduct of substantially all of their commercial lending activities, interbank wire transfers can be made on the Fedwire system and (ii) for all other purposes, a day (other than a Saturday or Sunday) on which banks generally are open in Pittsburgh, Pennsylvania, and New York, New York, for the conduct of substantially all of their commercial lending activities and interbank wire transfers can be made on the Fedwire system.

“**Cash Collateralize**” means, to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the LC Issuers or Lenders, as collateral for LC Obligations or obligations of Lenders to fund participations in respect of LC Obligations, cash or deposit account balances or, if the Administrative Agent and the LC Issuers shall agree in their sole discretion, other credit support, in each case pursuant to documentation in form and substance satisfactory to the Administrative Agent and the LC Issuers. “**Cash Collateral**” shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

“**Change in Law**” means the occurrence, after the Second Restatement Effective Date, of any of the following: (a) the adoption or taking effect of any Law, (b) any change in any Law, or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of Law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, regulations, guidelines, interpretations or directives thereunder or issued in connection therewith (whether or not having the force of Law) and (y) all requests, rules, regulations, guidelines, interpretations 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 (whether or not having the force of Law), in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law” regardless of the date enacted, adopted, issued, promulgated or implemented.

“Co-Syndication Agents” means The Bank of New York Mellon, Royal Bank of Canada, and KeyBank National Association.

“Code” means the Internal Revenue Code of 1986, and any successor statute of similar import, and the rules and regulations thereunder, as from time to time in effect.

“Collateral Documents” means, collectively or individually as the context may require, the Master Indenture, the Master Note Supplement (including the Master Note), and any additional note, guaranty, indenture, indenture supplement, or similar agreement or instrument as may be entered into, executed or delivered from time to time under or pursuant to the Master Indenture as to which any of the LC Issuers, the Administrative Agent or any Lender will have any interest or right therein in connection with the issuance of a Facility LC hereunder or any obligations or indebtedness related to or supported by such Facility LC.

“Collateral Shortfall Amount” is defined in Section 8.1.

“Commitment” means, for each Lender, the obligation of such Lender to make Loans to, and participate in Facility LCs issued upon the application of, the Borrower in an aggregate outstanding amount not exceeding the amount of such Lender’s Commitment as set forth on Exhibit D, as such amount may be increased or reduced from time to time pursuant to the terms hereof.

“Conforming Changes” means, with respect to either the use or administration of Adjusted Term SOFR or the use, administration, adoption or implementation of any initial or ultimate Benchmark Replacement therefor, 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” or any similar or analogous definition (or the addition of a concept of “interest period”), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 3.4 and other technical, administrative or operational matters) that the Administrative Agent decides, in its reasonable discretion and with notice to the Borrower, may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides, in its reasonable discretion and with notice to the Borrower, that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines, in its reasonable discretion and with notice to the Borrower, that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides, in its reasonable discretion and with notice to the Borrower, is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Connection Income Taxes” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“Conversion/Continuation Notice” is defined in Section 2.9.

“**Covered Person**” means the Borrower, each member of the Obligated Group and each Subsidiary or any Affiliate of the Borrower or any member of the Obligated Group.

“**Credit Extension**” means the making of an Advance or the issuance, amendment, extension or increase of a Facility LC hereunder.

“**Credit Extension Date**” means the Borrowing Date for an Advance or the issuance date for a Facility LC.

“**Credit Parties**” means, collectively, the Administrative Agent, the LC Issuers and the Lenders.

“**Daily Simple SOFR**” means, for any day (a “**SOFR Rate Day**”), a rate per annum equal to the greater of (a) SOFR for the day (such day, a “**SOFR Determination Day**”) that is two (2) U.S. Government Securities Business Days 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, and (b) the Floor. If by 5:00 p.m. (New York City time) on the second (2nd) U.S. Government Securities Business Day immediately following any SOFR Determination Day, SOFR in respect of such SOFR Determination Day has not been published on the SOFR Administrator’s Website, then SOFR for such SOFR Determination Day will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administrator’s Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days. 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 Borrower.

“**Daily Simple SOFR Advance**” means, as to any Advance, the Daily Simple SOFR Loans comprising such Advance.

“**Daily Simple SOFR Loan**” means a Loan that bears interest at a rate based on Adjusted Daily Simple SOFR.

“**Daily Simple SOFR Option**” means the Borrower’s option to have an Advance bear interest at a rate based upon Adjusted Daily Simple SOFR, such selection being made in accordance with either Section 2.8 or 2.9, as applicable.

“**Daily Simple SOFR Payment Date**” means with respect to any Daily Simple SOFR Loan, the day that is seven (7) days after such Daily Simple SOFR Loan is made, converted into or continued (except that, if such date is not a Business Day, the Daily Simple SOFR Payment Date shall be the next succeeding Business Day).

“**Debt Rating**” means the Borrower’s senior unsecured long-term debt rating by Standard & Poor’s or Moody’s, respectively.

“**Debt Service Coverage Ratio**” has the meaning given to that term in the Master Indenture.

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

“Default” means an event described in Article VII.

“Defaulting Lender” means, subject to Section 2.22.2, any Lender that (a) has failed to (i) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender’s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, any LC Issuer or any Lender any other amount required to be paid by it hereunder (including in respect of its participation in Facility LCs) within two Business Days of the date when due, (b) has notified the Borrower, the Administrative Agent or the LC Issuers in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender’s obligation to fund a Loan hereunder and states that such position is based on such Lender’s determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity or (iii) become the subject of a Bail-In Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender subject to Section 2.22.2) upon delivery of written notice of such determination to the Borrower, each LC Issuer and each Lender.

“Departing Lender” means a Lender under the Existing Credit Agreement that is not a signatory to this Agreement.

“Dollar,” “Dollars,” “U.S. Dollars” and the symbol “\$” mean lawful money of the United States of America.

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

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

“EEA Resolution Authority” shall mean any public administrative authority, any Governmental 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.

“Eligible Assignee” means any Person that meets the requirements to be an assignee under Section 12.1.2(iii), (v) and (vi) (subject to such consents, if any, as may be required under Section 12.1.2(iii)).

“Environmental Laws” means all applicable federal, state, local, tribal, territorial and foreign Laws (including common law), constitutions, statutes, treaties, regulations, rules, ordinances and codes and any consent decrees, settlement agreements, judgments, orders, directives, policies or programs issued by or entered into with a Governmental Authority pertaining or relating to: (i) pollution or pollution control; (ii) protection of human health from exposure to regulated substances; (iii) protection of the environment and/or natural resources; (iv) employee safety in the workplace; (v) the presence, use, management, generation, manufacture, processing, extraction, treatment, recycling, refining, reclamation, labeling, packaging, sale, transport, storage, collection, distribution, disposal or release or threat of release of regulated substances; (vi) the presence of contamination; (vii) the protection of endangered or threatened species; and (viii) the protection of environmentally sensitive areas.

“ERISA” means the Employee Retirement Income Security Act of 1974, as the same may be amended or supplemented from time to time, and any successor statute of similar import, and the rules and regulations thereunder, as from time to time in effect.

“ERISA Affiliate” means, at any time, any trade or business (whether or not incorporated) under common control with the Borrower and which is treated with the Borrower as a single employer under Section 414 of the Code.

“ERISA Event” means (a) a reportable event (under Section 4043 of ERISA and regulations thereunder, other than a reportable event for which notice has been waived by the PBGC) with respect to a Pension Plan; (b) a withdrawal by Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which the Borrower or an ERISA Affiliate was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations of Borrower or an ERISA Affiliate that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by Borrower or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan to which the Borrower or any ERISA Affiliate is then making or accruing an obligation to make contributions

is in reorganization; (d) the filing of a notice of intent to terminate, the treatment by the PBGC of a Pension Plan amendment as a termination under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition which the PBGC determines are grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; or (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon Borrower or any ERISA Affiliate.

“Erroneous Payment” has the meaning specified in Section 10.15.1.

“Erroneous Payment Subrogation Rights” has the meaning specified in Section 10.15.4.

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

“Evergreen LC” means a Facility LC which includes a provision which automatically extends the expiry date thereof for a specified period unless, within some period of time in advance of the then applicable expiry date thereof, the LC Issuer gives notice to the beneficiary thereof to the effect that such Facility LC will not be so extended.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 2.21) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 3.2, amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient’s failure to comply with Section 3.2.7 and (d) any U.S. federal withholding Taxes imposed under FATCA.

“Existing Lender” shall mean a Lender (as defined in the Existing Credit Agreement) under the Existing Credit Agreement that, on the Second Restatement Effective Date, is a Lender hereunder.

“Exhibit” refers to an exhibit to this Agreement, unless another document is specifically referenced.

“Existing Credit Agreement” has the meaning assigned to such term in the Recitals.

“Extension Request” is defined in Section 2.20.

“**Facility LC**” is defined in Section 2.19.1.

“**Facility LC Application**” is defined in Section 2.19.3.

“**Facility LC Collateral Account**” is defined in Section 2.19.11.

“**Facility LC Limit**” means \$250,000,000.

“**Facility Termination Date**” means May 24, 2028, or any later date as may be specified as the Facility Termination Date in accordance with Section 2.20 or any earlier date on which the Aggregate Commitment is reduced to zero or otherwise terminated pursuant to the terms hereof.

“**FATCA**” means Sections 1471 through 1474 of the Code, as of the Second Restatement Effective Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

“**Federal Funds Effective Rate**” means, for any day, the greater of (a) the rate calculated by the Federal Reserve Bank of New York based on such day’s Federal funds transactions by depository institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the Federal funds effective rate and (b) the Floor.

“**Fee Letter**” means collectively (i) that certain letter agreement dated February 14, 2023, between BNY Mellon and the Borrower, providing for the payment of certain upfront and ongoing arrangement and administrative fees and letter of credit fronting fees as described therein, and (ii) any fee letter(s) entered into by the Borrower and any LC Issuer (other than BNY Mellon) providing for the payment of certain letter of credit fronting and related fees as described therein.

“**Fiscal Year**” means a period of twelve consecutive months beginning on January 1 of any calendar year and ending on December 31 of the such calendar year or such other 12 month period selected by the Borrower and designated by the Borrower to the Administrative Agent and the Master Trustee.

“**Floating Rate Advance**” means a Base Rate Advance or a Daily Simple SOFR Advance.

“**Floor**” means a rate of interest equal to 0.0%.

“**Foreign Lender**” means a Lender that is not a U.S. Person.

“**Fronting Exposure**” means, at any time there is a Defaulting Lender, with respect to the LC Issuers, such Defaulting Lender’s Pro Rata Share of the outstanding LC Obligations with respect to Facility LCs issued by the LC Issuers other than LC Obligations as to which such Defaulting Lender’s participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof.

“**Fund**” means any Person (other than a natural Person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

“**Governing Body**” means the board of directors, board of trustees or similar group in which the right to exercise the powers of corporate directors or trustees is vested or an executive committee of such board or any duly authorized committee of that board to which the relevant powers of that board have been lawfully delegated.

“**Governmental Authority**” means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“**Huntington**” means The Huntington National Bank and its successors and assigns.

“**Indebtedness**” means any and all indebtedness, obligations, liabilities, commitments for capital investment or loans of any nature whatsoever.

“**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 the Borrower under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

“**Indemnitee**” is defined in Section 9.6(ii).

“**Information**” is defined in Section 9.11.2.

“**Interest Period**” means the period of time selected by the Borrower in connection with (and to apply to) any election permitted hereunder by the Borrower to have Advances bear interest under the Term SOFR Option. Subject to the last sentence of this definition, such period may be one Month, three Months or six Months. Such Interest Period will commence on the effective date of such Term SOFR Option, which will be (i) the Borrowing Date if the Borrower is requesting a new Advance, or (ii) the date of renewal of or conversion to the Term SOFR Option if the Borrower is renewing or converting to the Term SOFR Option applicable to outstanding Advances. Notwithstanding the second sentence hereof: (A) any Interest Period which would otherwise end on a date which is not a Business Day will be extended to the next succeeding Business Day unless such Business Day falls in the next calendar month, in which case such Interest Period will end on the next preceding Business Day, and (B) the Borrower may not select, convert to or renew an Interest Period for any portion of the Loans that would end after the Facility Termination Date.

“**Interest Rate Option**” means any Base Rate Option, Daily Simple SOFR Option or Term SOFR Option.

“**IRS**” means the United States Internal Revenue Service.

“**Joint Lead Arrangers**” means, collectively, BNY Mellon, Royal Bank of Canada and KeyBank, in their capacities as joint lead arrangers and joint bookrunners.

“KeyBank” means KeyBank National Association and its successors and assigns.

“Law” means any law (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, release, ruling, order, injunction, writ, decree, bond, judgment, authorization or approval, lien or award by or settlement agreement with any Governmental Authority.

“LC Commitment” means, with respect to any LC Issuer, on any date, the amount agreed to between such LC Issuer and the Borrower and notified to and approved by the Administrative Agent. The initial amount of such LC Issuer’s LC Commitment is set forth on Exhibit D or in the agreement pursuant to which it became a LC Issuer, as applicable. The LC Commitment of a LC Issuer may be modified from time to time in accordance with Section 2.19.13, and notified to and approved by the Administrative Agent, which may amend Exhibit D from time to time to reflect any such LC Commitment modifications notified to it.

“LC Fee” is defined in Section 2.19.4.

“LC Issuers” means, collectively, BNY Mellon (or any subsidiary or affiliate of BNY Mellon designated by BNY Mellon), Huntington, BofA or KeyBank, as applicable, in its capacity as issuer of Facility LCs hereunder (each, a **“LC Issuer”**). Each reference herein to a “LC Issuer” shall be deemed to be a reference to the relevant LC Issuer.

“LC Obligations” means, at any time, the sum of (i) the aggregate undrawn stated amount of all Facility LCs outstanding at such time plus (ii) the aggregate unpaid amount at such time of all Reimbursement Obligations.

“LC Payment Date” is defined in Section 2.19.5.

“Lenders” means the financial institutions named on Exhibit D and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a Lender. For the purpose of any Loan Document which provides for the granting of a security interest or other Lien to the Lenders or to the Administrative Agent for the benefit of the Lenders as security for the Obligations, “Lenders” includes any Affiliate of a Lender to which such Obligation is owed.

“Lending Office” means, with respect to a Lender or the Administrative Agent, the office, branch, subsidiary or affiliate of such Lender or the Administrative Agent listed on the Administrative Details Form or otherwise selected by such Lender or the Administrative Agent pursuant to Section 2.17.

“Lien” means any lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, the interest of a vendor or lessor under any conditional sale, capitalized lease or other title retention agreement).

“Liquidity Ratio” has the meaning given to that term in the Master Indenture.

“Loan” means, with respect to a Lender, such Lender’s loan made pursuant to Article II (or any conversion or continuation thereof).

“**Loan Documents**” means this Agreement, any Facility LC Application, any Notes issued pursuant to Section 2.13, the Collateral Documents, and the Fee Letter.

“**Master Indenture**” means the Master Trust Indenture, dated as of May 1, 2007, among the Borrower, UPMC Presbyterian Shadyside, UPMC Magee-Womens Hospital, a Pennsylvania nonprofit corporation, UPMC Passavant, a Pennsylvania nonprofit corporation, UPMC St. Margaret, a Pennsylvania nonprofit corporation, and such other Master Trust Obligated Issuers as may become obligated thereunder from time to time, and the Master Trustee.

“**Master Note**” means the UPMC 2023 Bank MTI Note, dated as of the Second Restatement Effective Date, in substantially the form annexed to the Master Note Supplement, issued by the Obligated Group Agent to the Administrative Agent for the ratable benefit of the Lenders and securing the Obligations of the Borrower hereunder.

“**Master Note Supplement**” means the Supplemental Master Indenture No. 51, dated as of Second Restatement Effective Date, supplementing and amending the Master Indenture and pursuant to which the Master Note has been issued, in form and substance satisfactory to the Bank.

“**Master Trust Obligated Issuer**” has the meaning herein as is assigned to the term “Member” in the Master Indenture, it being understood that as of the Second Restatement Effective Date, the Master Trust Obligated Issuers under the Master Indenture are the Borrower, UPMC Presbyterian Shadyside, UPMC Magee-Womens Hospital, a Pennsylvania nonprofit corporation, UPMC Passavant, a Pennsylvania nonprofit corporation, and UPMC St. Margaret, a Pennsylvania nonprofit corporation.

“**Master Trustee**” means The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), as current master trustee under the Master Indenture, or any successor master trustee thereunder.

“**Material Adverse Effect**” means a material adverse effect on (i) the business, operations, results of operations, assets, liabilities or financial condition of the Borrower and its Subsidiaries, taken as a whole or (ii) the value of the assets and property of the Borrower and its Subsidiaries, taken as a whole. For purposes of this definition, the term “material” means any action, transaction, event or occurrence, or a series of actions, transactions, events or occurrences taken cumulatively, which results in a reduction in the Borrower’s consolidated total operating revenues by fifteen percent (15%) or more, measured as of the end of any fiscal quarter, based on the revenues from the immediately preceding four fiscal quarters.

“**Material Indebtedness**” means Indebtedness (other than Indebtedness under the Loan Documents) in an aggregate outstanding amount in excess of \$10,000,000.

“**Minimum Collateral Amount**” means, at any time, (i) with respect to Cash Collateral consisting of cash or deposit account balances, an amount equal to 105% of the Fronting Exposure of all LC Issuers with respect to Facility LCs issued and outstanding at such time and (ii) otherwise, an amount determined by the Administrative Agent and the LC Issuers in their sole discretion.

“**Modify**” and “**Modification**” are defined in Section 2.19.1.

“**Month**” means, with respect to an Interest Period, the interval between the days in consecutive calendar months numerically corresponding to the first day of such Interest Period. If any Interest Period begins on a day of a calendar month for which there is no numerically corresponding day in the month in which such Interest Period is to end, the final month of such Interest Period will be deemed to end on the last Business Day of such final month.

“**Multiemployer Plan**” means any employee benefit plan which is a “multiemployer plan” within the meaning of Section 4001(a)(3) of ERISA and to which the Borrower or any ERISA Affiliate is then making or accruing an obligation to make contributions or, within the preceding five Pension Plan years, has made or had an obligation to make such contributions.

“**Non-Complying Lender**” defined in Section 2.18.1.

“**Non-Consenting Lender**” means any Lender that does not approve any consent, waiver or amendment that (i) requires the approval of all affected Lenders in accordance with the terms of Section 8.2 and (ii) has been approved by the Required Lenders.

“**Non-Defaulting Lender**” means, at any time, each Lender that is not a Defaulting Lender at such time.

“**Non-Extension Date**” means, with respect to any Evergreen LC, the date by which the LC Issuer shall give notice to the beneficiary thereof of the non-extension of such Evergreen LC in order to avoid the automatic extension of the expiry date thereof.

“**Note**” means any promissory note issued at the request of a Lender pursuant to Section 2.13 substantially in the form of Exhibit A.

“**Obligated Group**” means, collectively, all Master Trust Obligated Issuers.

“**Obligated Group Agent**” is defined in the Master Indenture.

“**Obligation**” means any obligation or liability of the Borrower, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, under or in connection with this Agreement, any Notes issued pursuant to Section 2.13, a Facility LC or any other Loan Document whether to the Administrative Agent, any of the Lenders or their Affiliates or other persons provided for under such Loan Documents, including (a) the payment of (i) principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (ii) all other monetary obligations, including reimbursement obligations in respect of Facility LCs, fees, commissions, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrower to the Administrative Agent, the LC Issuers and the Lenders, or that are otherwise payable to the Administrative Agent, any LC Issuer or any Lender, in each case under the Loan Documents, including Erroneous Payment Subrogation Rights and (b) the due and punctual performance of all covenants, agreements,

obligations and liabilities of the Borrower or any other party (the Administrative Agent, any LC Issuer or any Lender) under or pursuant to the Loan Documents.

“Other Connection Taxes” means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.21).

“Outstanding Credit Exposure” means, as to any Lender at any time, the sum of (i) the aggregate principal amount of its Loans outstanding at such time, plus (ii) an amount equal to its Pro Rata Share of the LC Obligations at such time.

“Participant” is defined in Section 12.1.4.

“Participant Register” is defined in Section 12.1.4.

“PBGC” means the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA or any successor.

“Pension Plan” means any “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by Borrower or any ERISA Affiliate or to which Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any times during the immediately preceding five plan years.

“Person” means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

“Pricing Grid” means the Pricing Grid attached to this Agreement as Schedule 1.

“Platform” is defined in Section 13.3(i).

“Prime Rate” means the rate of interest per annum publicly announced from time to time by BNY Mellon as its prime commercial lending rate at its principal office in New York City; each change in the Prime Rate being effective from and including the date such change is publicly announced as being effective. The Prime Rate is not intended to be lowest rate of interest charged by BNY Mellon in connection with extensions of credit to borrowers.

“Principal Office” means the main banking office of the Administrative Agent in New York, New York.

“Property” of a Person means any and all property, whether real, personal, tangible, intangible, or mixed, of such Person, or other assets owned, leased or operated by such Person.

“Pro Rata Share” means, with respect to a Lender, a portion equal to a fraction the numerator of which is such Lender’s Commitment and the denominator of which is the Aggregate Commitment. If the Commitments have terminated or expired, the Pro Rata Share shall be determined based upon the Commitments most recently in effect, giving effect to any assignments.

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

“Quarterly Payment Date” means the first Business Day of each April, July, October and January.

“Recipient” means (a) the Administrative Agent, (b) any Lender and (c) any LC Issuer, as applicable.

“Regulation D” means Regulation D of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor thereto or other regulation or official interpretation of said Board of Governors relating to reserve requirements applicable to member banks of the Federal Reserve System.

“Regulation U” means Regulation U of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor or other regulation or official interpretation of said Board of Governors relating to the extension of credit by banks for the purpose of purchasing or carrying margin stocks applicable to member banks of the Federal Reserve System.

“Reimbursement Obligations” means, at any time, the aggregate of all obligations of the Borrower then outstanding under Section 2.19 to reimburse the LC Issuer for amounts paid by the LC Issuer in respect of one or more drawings under Facility LCs.

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person’s Affiliates.

“Relevant Governmental Body” means the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto.

“Reports” is defined in Section 9.6.

“Required Lenders” means Lenders (other than any Defaulting Lender) having more than 50% of the aggregate amount of the Commitments of the Lenders (excluding any Defaulting Lenders); provided that that at any time that there are fewer than three Non-Defaulting Lenders, “Required Lenders” means all of the Non-Defaulting Lenders.

“Removal Effective Date” has the meaning assigned to such term in Section 10.12.2.

“Resignation Effective Date” has the meaning assigned to such term in Section 10.12.1.

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

“Response Date” is defined in Section 2.20.

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

“Sanctioned Person” means at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State or by the United Nations Security Council, the European Union, any EU member state or His Majesty’s Treasury of the United Kingdom, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

“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 or any of its member states, His Majesty’s Treasury of the United Kingdom or other relevant sanctions authority.

“Schedule” refers to a specific schedule to this Agreement, unless another document is specifically referenced.

“Second Restatement Effective Date” is defined in the introductory sentence to Section 4.1.

“Second Restatement Effective Date Increasing Lender” shall mean any Existing Lender whose Commitment (as set forth on Exhibit D) exceeds its Commitment (as defined in the Existing Credit Agreement) under the Existing Credit Agreement immediately prior to the Second Restatement Effective Date.

“Section” means a numbered section of this Agreement, unless another document is specifically referenced.

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

“SOFR Adjustment” means a percentage equal to (a) with respect to each Term SOFR Loan and each Base Rate Loan, 0.100% per annum, and (b) with respect to each Daily Simple SOFR Loan, 0.038% per annum.

“**SOFR Administrator**” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“**SOFR Advance**” means a Daily Simple SOFR Advance or a Term SOFR Advance.

“**Subsidiary**” of a Person means (i) any corporation more than 50% of the outstanding securities having ordinary voting power of which at the time is owned or controlled, directly or indirectly, by such Person or by one or more of its Subsidiaries or by such Person and one or more of its Subsidiaries, or (ii) any partnership, limited liability company, association, joint venture or similar organization or entity more than 50% of the ownership interests having ordinary voting power of which at the time is so owned or controlled, or (iii) any corporation, partnership, limited liability company, trust, business trust, association, joint venture or similar organization or entity (any of the foregoing, an “**Entity**”), with respect to which such Person (or one or more of such Person’s Subsidiaries, or such Person and one or more of its Subsidiaries) (A) is the sole member, or (B) otherwise possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the Entity (whether through ownership of stock, by contract, by the power to elect or appoint, or approve the election or appointment, of members of the board of directors, board of trustees or analogous governing body in numbers sufficient to direct or cause the direction of management or policies, or otherwise), or (C) has the power, through exclusive contractual arrangement, to formulate or approve the budget of such Entity. It is understood that as of the Second Restatement Effective Date, UPMC Presbyterian Shadyside is a Subsidiary of the Borrower.

“**Substantial Portion**” means, with respect to the Property of the Borrower or any of its Subsidiaries (including Affiliated Entities), Property which (i) represents more than 10% of the consolidated or combined assets of the Borrower and its Subsidiaries as would be shown in the consolidated or combined financial statements of the Borrower as at the beginning of the twelve-month period ending with the month in which such determination is made, or (ii) is responsible for more than 10% of the consolidated or combined net sales or of the consolidated or combined net income of the Borrower and its Subsidiaries as reflected in the financial statements referred to in clause (i) above.

“**Substantial Subsidiary**” means any Subsidiary the assets of which represent 1% or more of the consolidated or combined assets of the Borrower and its Subsidiaries, as would be shown in the consolidated or combined financial statements of the Borrower as at the beginning of the twelve-month period ending with the month in which such determination is made.

“**Taxes**” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“**Tax-Exempt Organization**” means a Person organized under the laws of the United States of America or any state thereof which is an organization described in Section 501(c)(3) of the Code, which is exempt from federal income taxes under Section 501(a) of the Code and which is not a “private foundation” within the meaning of Section 509(a) of the Code, or corresponding provisions of United States federal income tax laws from time to time in effect.

“**Term SOFR**” means,

(a) for any calculation with respect to a Term SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “*Periodic Term SOFR Determination Day*”) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to a Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the “*Base Rate Term SOFR Determination Day*”) that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day.

“***Term SOFR Administrator***” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

“***Term SOFR Advance***” means, as to any Advance, the Term SOFR Loans comprising such Advance.

“***Term SOFR Loan***” means a Loan that bears interest at a rate based on Adjusted Term SOFR, other than pursuant to clause (c) of the definition of “*Base Rate*”.

“***Term SOFR Option***” means the Borrower’s option to have an Advance bear interest at a rate based upon Adjusted Term SOFR, such selection being made in accordance with either Section 2.8 or 2.9, as applicable.

“***Term SOFR Reference Rate***” means the forward-looking term rate based on SOFR.

“***Type***” means, with respect to any Advance, its nature as a Base Rate Advance, a Daily Simple SOFR Advance or a Term SOFR Advance.

“***UK Financial Institution***” 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.

“Unmatured Default” means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

“USA Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, as the same has been, or hereafter is, renewed, extended, amended or replaced.

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

“U.S. Person” means any Person that is a “United States Person” as defined in Section 7701(a)(30) of the Code.

“U.S. Tax Compliance Certificate” has the meaning assigned to such term in Section 3.2.7(ii)(B)(iii).

“Withholding Agent” means the Borrower and the Administrative Agent.

“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.

1.2 Construction. Unless the context of this Agreement otherwise clearly requires, the following rules of construction apply to this Agreement and each of the other Loan Documents: (i) references to the plural include the singular, the plural, the part and the whole and the words “include,” “includes” and “including” are deemed to be followed by the phrase “without limitation”; (ii) the words “hereof,” “herein,” “hereunder,” “hereto” and similar terms in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document as

a whole; (iii) article, section, subsection, clause, schedule and exhibit references are to this Agreement or such other Loan Document, as the case may be, unless otherwise specified; (iv) reference to any Person includes such Person's successors and assigns; (v) reference to any agreement, including this Agreement and any other Loan Document together with the schedules and exhibits hereto or thereto, document or instrument means such agreement, document or instrument as amended, modified, replaced, substituted for, superseded or restated; (vi) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time; (vii) relative to the determination of any period of time, "from" means "from and including," "to" means "to but excluding," and "through" means "through and including"; (viii) the words "asset" and "property" are 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, (ix) section headings herein and in each other Loan Document are included for convenience and will not affect the interpretation of this Agreement or such Loan Document, and (x) unless otherwise specified, all references herein to times of day are references to Eastern Time.

1.3 Rates. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Base Rate, Adjusted Daily Simple SOFR, Adjusted Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Base Rate, Adjusted Daily Simple SOFR, Adjusted Term SOFR, or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of the Base Rate, Adjusted Daily Simple SOFR, Adjusted Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Base Rate, Adjusted Daily Simple SOFR, Adjusted Term SOFR, or any other Benchmark, or any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender, any LC Issuer 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.

1.4 Term SOFR Conforming Changes. In connection with the use or administration of Term SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Administrative Agent will promptly notify the Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

1.5 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 on the first date of its existence by the holders of its equity interests at such time.

1.6 Facility LC Amounts. Unless otherwise specified herein, the amount of a Facility LC at any time shall be deemed to be the amount of such Facility LC available to be drawn at such time; provided that with respect to any Facility LC that, by its terms, provides for one or more automatic increases in the available amount thereof, the amount of such Facility LC shall, solely for purposes of the first sentence of Section 2.19.1, be deemed to be the maximum amount of such Facility LC after giving effect to all such increases, whether or not such maximum amount is available to be drawn at such time.

ARTICLE II THE CREDITS

2.1 Commitment. From and including the Second Restatement Effective Date and prior to the Facility Termination Date, each Lender severally agrees, on the terms and conditions set forth in this Agreement, to from time to time (i) make Loans to the Borrower and (ii) participate in Facility LCs issued upon the request of the Borrower (and subject to the Facility LC Limit), provided that, after giving effect to the making of each Loan and the issuance of each Facility LC, such Lender's Outstanding Credit Exposure shall not exceed in the aggregate the amount of its Commitment. Subject to the terms of this Agreement, the Borrower may borrow, repay and reborrow at any time prior to the Facility Termination Date. The Commitments to extend credit hereunder will expire on the Facility Termination Date. The LC Issuers will issue Facility LCs hereunder on the terms and conditions set forth in Section 2.19.

2.2 Required Payments; Termination. Any outstanding Advances, any outstanding Reimbursement Obligations, and all other unpaid Obligations of the Borrower (in each case to the extent not already due and payable under other applicable provisions hereof), shall be paid in full by the Borrower on the Facility Termination Date.

2.3 Ratable Loans. Each Advance hereunder consists of Loans made from the several Lenders ratably according to their Pro Rata Shares.

2.4 Types of Advances and Number of Interest Periods. The Advances may be Base Rate Advances or SOFR Advances, or a combination thereof, selected by the Borrower in accordance with Sections 2.8 and 2.9. The Borrower may select different Interest Periods to apply simultaneously to Advances comprising different Borrowing Tranches and may convert to or renew one or more Interest Rate Options with respect to all or any portion of the Loans comprising any Borrowing Tranche. Notwithstanding any other provisions in this Agreement to the contrary, at no time may more than eight (8) different Interest Periods (such number being reduced by the number of Floating Rate Advances then outstanding) be in existence at any one time during the term of this Agreement. If Borrower attempts to give notice of selection of a SOFR Advance when, immediately after giving effect thereto, eight (8) or more Interest Periods would be in

existence, such notification will be deemed to request the making of such Advance as a Base Rate Advance instead of such SOFR Advance, unless Borrower promptly elects to cancel the notice to make such new Advance by giving notice of cancellation to the Administrative Agent.

2.5 Commitment Fee; Changes in Aggregate Commitment.

(a) Commitment Fee. The Borrower agrees to pay to the Administrative Agent for the account of each Lender according to its Pro Rata Share an ongoing commitment fee at a per annum rate equal to the Applicable Commitment Fee on the average daily Available Aggregate Commitment from the Second Restatement Effective Date to and including the Facility Termination Date, payable on each Quarterly Payment Date hereafter and on the Facility Termination Date.

(b) Optional Termination and Reductions. The Borrower may permanently reduce the Aggregate Commitment, from time to time, in whole, or in part ratably among the Lenders in a minimum amount of \$10,000,000 and integral multiples of \$1,000,000 in excess thereof, upon at least three Business Days' prior written notice to the Administrative Agent, which notice shall specify the amount of any such reduction, provided, however, that the amount of the Aggregate Commitment may not be reduced below the Aggregate Outstanding Credit Exposure. All accrued commitment fees are to be payable on the effective date of any termination of the obligations of the Lenders to make Credit Extensions hereunder.

(c) Increases to Aggregate Commitment. The Borrower may seek, at its option, to increase the Aggregate Commitment by an amount of up to, but not exceeding, an additional \$300,000,000 over the Aggregate Commitment in effect on the Second Restatement Effective Date, upon at least ten (10) Business Days' prior written notice to the Administrative Agent. Such notice shall specify the amount of any such increase, which shall be at least \$25,000,000 and be in increments of \$5,000,000 in excess thereof, and may only be delivered at a time when no Default or Unmatured Default has occurred and is continuing. The Borrower may, after giving such notice, offer the increase (which may be declined by any Lender in its sole discretion) in the Aggregate Commitment on either a ratable basis to the Lenders or on a non pro-rata basis to one or more Lenders and/or to other banks or financial institutions reasonably acceptable to the Administrative Agent and the LC Issuers. No increase in the Aggregate Commitment will become effective until the existing or new Lenders extending such incremental Commitment amount and the Borrower have delivered to the Administrative Agent a document in form reasonably satisfactory to the Administrative Agent pursuant to which any such existing Lender confirms the amount of its Commitment increase, any such new Lender states its Commitment amount and agrees to assume and accept the obligations and rights of a Lender hereunder, and the Borrower accepts such incremental Commitments. In addition, the Borrower shall deliver to the Administrative Agent (A) a new Master Note and Master Note Supplement evidencing the increased amount of the Aggregate Commitment in form and substance satisfactory to the Administrative Agent and (B) such certificates (including certification as to such matters) and such other items (including legal opinions, if any) as Administrative Agent shall reasonably request in connection with such increase. The Lenders (new or existing) will accept an assignment from the existing Lenders, and the existing Lenders will make an assignment to the new or existing Lender accepting a new or increased Commitment, of an interest in each then outstanding Advance (if any) such that, after giving effect thereto, all such Advances are held ratably by the Lenders in proportion to their respective Commitments. Assignments pursuant to the preceding sentence will be made in

exchange for the principal amount assigned plus accrued and unpaid interest. Entitlement to ongoing commitment fees under Section 2.5(a) or letter of credit fees under Section 2.19.4, as applicable, will be allocated ratably to the Lenders following such increase in proportion to the new Commitments based upon the date such new Commitment amounts become effective. The Administrative Agent shall promptly notify the Lenders of the an increase in the Aggregate Commitment pursuant to this clause (ii), which notice shall be in writing and shall include an updated Exhibit D which shall supersede the Exhibit D as in effect immediately prior thereto.

2.6 Minimum Amount of Each Advance. Each SOFR Advance shall be in the minimum amount of \$5,000,000 (and in multiples of \$100,000 if in excess thereof), and each Base Rate Advance shall be in the minimum amount of \$1,000,000 (and in multiples of \$100,000 if in excess thereof), provided, however, that any Base Rate Advance may be in the amount of the Available Aggregate Commitment.

2.7 Optional Principal Payments. The Borrower may from time to time prepay, without penalty or premium, its outstanding Base Rate Advances, or, in a minimum aggregate amount of \$500,000 or any integral multiple of \$100,000 in excess thereof, any portion of its outstanding Base Rate Advances upon at least one (1) Business Day's prior written notice to the Administrative Agent. The Borrower may from time to time prepay without penalty or premium (except for payments that may arise pursuant to Section 2.21 and Section 3.1) its outstanding Daily Simple SOFR Advances, or, in a minimum aggregate amount of \$1,000,000 or any integral multiple of \$250,000 in excess thereof, any portion of its outstanding Daily Simple SOFR Advances upon at least two (2) Business Days' prior written notice to the Administrative Agent. The Borrower may from time to time prepay without penalty or premium (except for payments that may arise pursuant to Section 2.21, Section 3.1 and Section 3.4) its outstanding Term SOFR Advances, or, in a minimum aggregate amount of \$1,000,000 or any integral multiple of \$250,000 in excess thereof, any portion of its outstanding Term SOFR Advances upon at least two (2) Business Days' prior written notice to the Administrative Agent. All interest required to be paid in accordance with Section 2.15 shall be so paid concurrently with prepayments made under this Section 2.7.

2.8 Method of Selecting Types and Interest Periods for New Advances. The Borrower shall select the Type of Advance and, in the case of each Term SOFR Advance, the Interest Period applicable thereto from time to time. The Borrower shall give the Administrative Agent irrevocable notice substantially in the form of Exhibit F (a "**Borrowing Notice**") not later than 11:00 a.m. on the Borrowing Date of each Base Rate Advance and 11:00 a.m. two Business Days before the Borrowing Date for each SOFR Advance, specifying:

- (i) the Borrowing Date, which shall be a Business Day, of such Advance;
- (ii) the aggregate amount of such Advance;
- (iii) the Type of Advance selected;
- (iv) the proposed Advances comprising each Borrowing Tranche; and
- (v) in the case of each Term SOFR Advance, the Interest Period applicable thereto (if no Interest Period is specified, then a one Month Interest Period is to apply to such Term SOFR Advance).

Not later than 4:00 p.m. on each Borrowing Date, each Lender will make available its Loan or Loans in funds immediately available to the Administrative Agent at the Administrative Agent's Payment Office. The Administrative Agent will make the funds so received from the Lenders available to the Borrower at the Administrative Agent's aforesaid address.

2.9 Conversion and Continuation of Outstanding Advances. Base Rate Advances will continue as Base Rate Advances unless and until such Base Rate Advances are converted into a different Type of Advance pursuant to this Section 2.9 or are repaid. Each Daily Simple SOFR Advance will continue as a Daily Simple SOFR Advance until the Daily Simple SOFR Payment Date applicable thereto, at which time such Daily Simple SOFR Advance will be automatically converted into a Base Rate Advance unless (x) such Daily Simple SOFR Advance is or was repaid in accordance with Section 2.7 or (y) the Borrower has given the Administrative Agent a Conversion/Continuation Notice (as defined below) requesting that, on such Daily Simple SOFR Payment Date, such Daily Simple SOFR Advance (1) continue as a new Daily Simple SOFR Advance until the Daily Simple SOFR Payment Date that would be applicable thereto, or (2) be converted into a different Type of Advance. Each Term SOFR Advance will continue as a Term SOFR Advance until the end of the then applicable Interest Period therefor, at which time such Term SOFR Advance will be automatically converted into a Base Rate Advance unless (x) such Term SOFR Advance is or was repaid in accordance with Section 2.7 or (y) the Borrower has given the Administrative Agent a Conversion/Continuation Notice (as defined below) requesting that, at the end of such Interest Period, such Term SOFR Advance (1) continue as a Term SOFR Advance for the same or another Interest Period, or (2) be converted into a different Type of Advance. Subject to the terms of Section 2.6, the Borrower may elect from time to time to convert all or any part of a Floating Rate Advance into another Type of Advance. The Borrower shall give the Administrative Agent irrevocable notice substantially in the form of Exhibit G (a "**Conversion/Continuation Notice**") of each conversion of an Advance into a different Type of Advance or continuation of a SOFR Advance not later than 10:00 a.m. at least two (2) Business Days prior to the date of the requested conversion or continuation, specifying:

- (i) the requested date, which shall be a Business Day, of such conversion or continuation,
- (ii) the aggregate amount and Type of the Advance which is to be converted or continued, and
- (iii) the amount of such Advance which is to be converted into or continued as a Term SOFR Advance and the duration of the Interest Period applicable thereto (if no Interest Period is specified, then a one Month Interest Period is to apply to such Term SOFR Advance).

2.10 Changes in Interest Rate, etc. Each Base Rate Advance will bear interest on the outstanding principal amount thereof, for each day from and including the date such Advance is made or is converted from a SOFR Advance into a Base Rate Advance pursuant to Section 2.9, to but excluding the date it is paid or is converted into a SOFR Advance pursuant to Section 2.9, at a rate per annum equal to the Base Rate for such day plus the Applicable Margin. Changes in the rate of interest on that portion of any Advance maintained as a Base Rate Advance will take effect simultaneously with each change in the Base Rate. Each Daily Simple SOFR Advance will bear interest on the outstanding principal amount thereof, for each day from and including the date such

Advance is made or is converted from an Advance of another Type into a Daily Simple SOFR Advance pursuant to Section 2.9, to but excluding the date it is paid or is converted into an Advance of another Type pursuant to Section 2.9, at a rate per annum equal to Adjusted Daily Simple SOFR for such day plus the Applicable Margin. Changes in the rate of interest on that portion of any Advance maintained as a Daily Simple SOFR Advance will take effect simultaneously with each change in Daily Simple SOFR. Each Term SOFR Advance will bear interest on the outstanding principal amount thereof from and including the first day of the Interest Period applicable thereto to (but not including) the last day of such Interest Period at Adjusted Term SOFR for such Interest Period plus the Applicable Margin. No Interest Period may end after the Facility Termination Date.

2.11 Rates Applicable After Default. Notwithstanding anything to the contrary contained in Section 2.8 or 2.9, if any principal of or interest on any Loan, any Reimbursement Obligation or any fee or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2% plus the rate otherwise applicable to such Loan or (ii) in the case of any other amount, 2% plus the Base Rate plus the Applicable Margin applicable to Base Rate Loans as provided in the preceding paragraph of this Section, which interest shall be payable on demand. In addition, notwithstanding the foregoing, if Default or Unmatured Default has occurred and is continuing, the Required Lenders may, at their option, by notice to the Borrower (which notice may be revoked at the option of the Required Lenders notwithstanding any provision of Section 8.2 requiring unanimous consent of the Lenders to changes in interest rates), declare that no Advance may be made as, converted into or continued as a SOFR Advance. During the continuance of a Default, without any election or action on the part of the Administrative Agent or any Lender, (i) each Term SOFR Advance will bear interest for the remainder of the applicable Interest Period at the rate otherwise applicable to such Interest Period plus 2% per annum, (ii) each Floating Rate Advance will bear interest at the rate otherwise applicable thereto plus 2% per annum, and (iii) the LC Fee will be increased by 2% per annum, in each case payable on demand.

2.12 Method of Payment. All payments of the Obligations hereunder are to be made, without setoff, deduction, or counterclaim, in immediately available funds to the Administrative Agent at the Administrative Agent's Payment Office, or at any other office of the Administrative Agent specified in writing by the Administrative Agent to the Borrower, by noon (local time) on the date when due and will (except in the case of Reimbursement Obligations for which the LC Issuer has not been fully indemnified by the Lenders, or as otherwise specifically required hereunder) be applied ratably by the Administrative Agent among the Lenders. Each payment delivered to the Administrative Agent for the account of any Lender will be delivered promptly by the Administrative Agent to such Lender in the same type of funds that the Administrative Agent received at its address specified pursuant to Article XIII or at any Lending Office specified in a notice received by the Administrative Agent from such Lender. The Administrative Agent is hereby authorized to charge the account of the Borrower maintained with BNY Mellon for each payment of principal, interest, Reimbursement Obligations and fees as it becomes due from the Borrower hereunder. Each reference to the Administrative Agent in this Section 2.12 will also be deemed to refer, and will apply equally, to the LC Issuer, in the case of payments required to be made by the Borrower to the LC Issuer pursuant to Section 2.19.6.

2.13 Evidence of Indebtedness.

- (i) Each Lender is to maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.
- (ii) The Administrative Agent will also maintain accounts in which it will record (a) the amount of each Loan made hereunder, the Type thereof and the Interest Period with respect thereto, (b) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder, (c) the amount of LC Obligations outstanding at any time (including the amount available for drawing on each related Facility LC), and (d) the amount of any sum received by the Administrative Agent hereunder from the Borrower and each Lender's share thereof.
- (iii) The entries in the accounts maintained pursuant to paragraphs (i) and (ii) above will be prima facie evidence of the existence and amounts of the Obligations therein recorded; provided, however, that the failure of the Administrative Agent or any Lender to maintain such accounts or any error therein will not in any manner affect the obligation of the Borrower to repay the Obligations in accordance with their terms. A written summary of such entries is to be delivered to the Borrower upon request.
- (iv) Any Lender may request that its Loans be evidenced by a promissory note (a "**Note**"). In such event, the Borrower shall prepare, execute and deliver to such Lender a Note payable to the order of such Lender substantially in the form of Exhibit A hereto. Thereafter, the Loans evidenced by such Note and interest thereon will at all times (including after any assignment pursuant to Section 12.1) be represented by one or more Notes payable to the order of the payee named therein or any assignee pursuant to Section 12.1, except to the extent that any such Lender or assignee subsequently returns any such Note for cancellation and requests that such Loans once again be evidenced as described in paragraphs (i) and (ii) above.
- (v) Any Notes issued to a Lender pursuant to this Section 2.13 will be in addition to, and not in lieu of the Master Note of the Borrower issued to the Administrative Agent for the ratable benefit of the Lenders under the Master Indenture Supplement. It is understood that the obligations evidenced by any such Note, on the one hand, and the Master Note, on the other hand, are without duplication, i.e., satisfaction of obligations evidenced by the Master Note will constitute satisfaction of the Borrower's associated Loan repayment obligation evidenced by a Note (if any) issued to such Lender hereunder.

2.14 Telephonic Notices. The Borrower hereby authorizes the Lenders and the Administrative Agent to extend, convert or continue Advances, effect selections of Types of Advances and transfer funds based on telephonic notices made by any person or persons the Administrative Agent or any Lender in good faith believes to be acting on behalf of the Borrower,

it being understood that the foregoing authorization is specifically intended to allow Borrowing Notices and Conversion/Continuation Notices to be given telephonically. The Borrower agrees to deliver promptly to the Administrative Agent a written confirmation, if such confirmation is requested by the Administrative Agent or any Lender, of each telephonic notice signed by an Authorized Officer. If the written confirmation differs in any material respect from the action taken by the Administrative Agent and the Lenders, the records of the Administrative Agent and the Lenders will govern absent manifest error.

2.15 Interest Payment Dates; Interest and Fee Basis. Interest accrued on each Base Rate Advance is to be paid by the Borrower on each Quarterly Payment Date, commencing with the first such date to occur after the Second Restatement Effective Date, on any date on which such Base Rate Advance is prepaid, whether due to acceleration or otherwise, and at maturity. Interest accrued on that portion of the outstanding principal amount of any Base Rate Advance converted into another Type of Advance on a day other than a Quarterly Payment Date is to be paid by the Borrower on the date of conversion. Interest accrued on each Daily Simple SOFR Advance is to be paid by the Borrower on the Daily Simple SOFR Payment Date applicable thereto, on any date on which such Daily Simple SOFR Advance is prepaid, whether due to acceleration or otherwise, and at maturity. Interest accrued on each Term SOFR Advance is to be paid by the Borrower on the last day of its applicable Interest Period, on any date on which such Term SOFR Advance is prepaid, whether by acceleration or otherwise, and at maturity. Interest accrued on each Term SOFR Advance having an Interest Period longer than three months shall also be paid on the last day of each three-month interval during such Interest Period. Interest, fees and LC Fees will be calculated for actual days elapsed on the basis of a 360-day year, provided, that interest on Base Rate Advances which are accruing interest at the Prime Rate will bear interest on the basis of a year of 365(6) days for actual days elapsed. Interest will be payable for the day an Advance is made but not for the day of any payment on the amount paid if payment is received prior to noon (local time) at the place of payment. If any payment of principal of or interest on an Advance becomes due on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day and, in the case of a principal payment, such extension of time is to be included in computing interest in connection with such payment.

2.16 Notification of Advances, Interest Rates, Prepayments and Commitment Reductions. Promptly after receipt thereof, the Administrative Agent will notify each Lender of the contents of each Aggregate Commitment reduction notice, Borrowing Notice, Conversion/Continuation Notice, and repayment notice received by it hereunder. Promptly after notice from the LC Issuer, the Administrative Agent will notify each Lender of the contents of each request for issuance of a Facility LC. The Administrative Agent will notify each Lender of the interest rate applicable to each Term SOFR Advance promptly upon determination of such interest rate.

2.17 Lending Offices. Each Lender may book its Loans and its participation in LC Obligations and the LC Issuer may book the Facility LCs at any Lending Office selected by such Lender or the LC Issuer, as the case may be, and may change its Lending Office from time to time. All terms of this Agreement apply to any such Lending Office and the Loans, Facility LCs, participations in LC Obligations and any Notes issued hereunder will be deemed held by each Lender or the LC Issuer, as the case may be, for the benefit of any such Lending Office. Each Lender and the LC Issuer may, by written notice to the Administrative Agent and the Borrower in accordance with Article XIII, designate replacement or additional Lending Offices through which

Loans will be made by it or Facility LCs will be issued by it and for whose account Loan payments or payments with respect to Facility LCs are to be made.

2.18 Administrative Agent's Clawback.

2.18.1 Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender (a) in the case of Base Rate Advances, at least one hour prior to the proposed time of the making of such Advances and (b) otherwise, prior to the proposed date of any Advance that such Lender will not make available to the Administrative Agent such Lender's share of such Advance, the Administrative Agent may assume that such Lender has made or will make such share available on such date in accordance with Section 2.8 and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Advance available to the Administrative Agent (each such Lender, a "Non-Complying Lender"), then the Administrative Agent shall request each other Lender to reimburse the Administrative Agent for its Pro Rata Share (calculated without regard to the commitment of the Non-Complying Lender) of the Advance not funded by such Non-Complying Lender. If after one Business Day after request therefor, one or more Lenders have not reimbursed the Administrative Agent as set forth in the previous sentence, each Non-Complying Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by a Non-Complying Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, and (B) in the case of a payment to be made by the Borrower, the interest rate applicable to Base Rate Advances. If the Borrower and a Non-Complying Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Non-Complying Lender pays its share of the applicable Advance to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Advance. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

2.18.2 Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the LC Issuer hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the LC Issuer, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the LC Issuer, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the LC Issuer, with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

2.18.3 Conclusiveness of Notice. A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this paragraph (c) shall be conclusive, absent manifest error.

2.19 Facility LCs.

2.19.1 Issuance.

(a) Each LC Issuer hereby agrees, on the terms and conditions set forth in this Agreement, to issue standby or direct pay “financial guaranty” letters of credit denominated in U.S. Dollars (each, a “**Facility LC**”) and to renew, extend, increase, decrease or otherwise modify each Facility LC (“**Modify**,” and each such action a “**Modification**”), from time to time from and including the Second Restatement Effective Date and prior to the Facility Termination Date upon the request of and for the account of the Borrower or any of the other Affiliated Entities; provided that (i) immediately after each Facility LC is issued or Modified, the Aggregate Outstanding Credit Exposure may not exceed the Aggregate Commitment, (ii) at no time may the LC Obligations exceed the Facility LC Limit and (iii) at no time may the Facility LCs issued by any LC Issuer exceed such LC Issuer’s LC Commitment. No more than forty (40) Facility LCs may be outstanding at any one time. No Facility LC may have an expiry date later than the earlier of (A) the thirteen month anniversary of its date of issuance (or, as applicable, in the case of a Modification, the latest date referred to in Section 2.19.1(b)), and (B) the one year anniversary of then-current Facility Termination Date; provided that Facility LCs with an aggregate face amount of up to \$25,000,000 may have an expiry date no later than the 36 month anniversary of the applicable date of issuance for such Facility LC so long as the expiry date thereof is not later than the one year anniversary of the then current Facility Termination Date. No Facility LC may be initially issued (i) within 30 days of the Facility Termination Date then in effect, unless the Lenders have first agreed to extend the Facility Termination Date by at least 364 days from the date then in effect (or with respect to Facility LCs with an expiry date later than 364 days, the Lenders have first agreed to extend the Facility Termination Date by at least the number of days of the term of such Facility LC) or all the Lenders have otherwise consented in writing, or (ii) if a Default or Unmatured Default then exists.

(b) Each LC Issuer, the Administrative Agent and the Lenders agree that, while a Facility LC is outstanding and prior to the Facility Termination Date, at the option of the Borrower and upon the written request of the Borrower received by the LC Issuer no more than fifty (50) days and at least twenty (20) days (or such shorter time as the LC Issuer may agree in a particular instance) prior to the then effective stated expiry date of such Facility LC (or Non-Extension Date, in the case of an Evergreen LC) thereof, the LC Issuer will be entitled to authorize and effect, or permit the automatic extension of such Facility LC. Each such request from the Borrower for extension of a Facility LC shall be in writing and shall specify: (i) the Facility LC to be extended; (ii) whether such Facility LC is an Evergreen LC; (iii) the proposed effective date of extension of such Facility LC (which shall be a Business Day); (iv) the revised expiry date of such Facility LC (which may not be later than the earlier of (A) the date one year after then effective expiry date of such Facility LC and (B) the one-year anniversary of then-current Facility Termination Date; and (v) such other matters as the LC Issuer may reasonably require. No LC Issuer is under any obligation to so extend or permit the extension of any Facility LC if the LC Issuer would have no obligation as of the proposed effective date of extension to issue or amend such Facility LC in its extended form under the terms of this Agreement (including

Section 4.2). If as of the date twenty (20) days prior to the Non-Extension Date of any Evergreen LC the LC Issuer would be entitled to authorize the extension of such Evergreen LC in accordance with this Section 2.19.1(b) upon the request of the Borrower but the LC Issuer has not received a request from the Borrower to cause or permit such extension or a written direction from the Borrower to not cause or permit such extension, the Borrower will be deemed to have delivered a request to cause the extension of such Facility LC. In addition, upon the direction of the Borrower for any Evergreen LC, the LC Issuer will give such notice as is necessary to prevent an automatic extension of the expiry date of such Evergreen LC; provided, however, that in no event will the LC Issuer have liability to any party hereto for its failure to give such notice if written direction to give such notice is received by the LC Issuer less than twenty (20) days prior to the Non-Extension Date for such Evergreen LC. The LC Issuer will provide to the Borrower and the Administrative Agent a copy of any notice of non-extension given to an Evergreen LC beneficiary pursuant to this Section 2.19.1(b).

(c) No LC Issuer will issue or extend any Facility LC if any order, judgment or decree of any Governmental Authority or other regulatory body with jurisdiction over the LC Issuer or any Lender purports by its terms to enjoin or restrain the LC Issuer from issuing or extending, or any Lender from participating in, such Facility LC, or any law or governmental rule, regulation, policy, guideline or directive (whether or not having the force of law) from any Governmental Authority or other regulatory body with jurisdiction over the LC Issuer or any Lender prohibits, or requests that any such party refrain from, the issuance or extension of, or participation in, Facility LCs in particular or imposes upon any such party with respect to any Facility LC any restriction or reserve or capital requirement (for which such party is not otherwise entitled to be compensated hereunder) or any unreimbursed loss, cost or expense which was not applicable and in effect with respect to such party as of the Second Restatement Effective Date and which such party in good faith deems material to it.

(d) Upon the occurrence of the Facility Termination Date (e.g., the same is not extended as contemplated in Section 2.20 or otherwise by agreement of the parties hereto), with respect to any Facility LCs then outstanding, the Borrower will thereupon be immediately obligated to deposit into the Facility LC Collateral Account the amount described in Section 8.1 with respect to each such Facility LC, and the Facility LC Collateral Account will thereupon be administered in accordance with the provisions of Section 8.1 regardless of whether a Default has occurred.

2.19.2 Participations. Upon the issuance or Modification by the LC Issuer of a Facility LC in accordance with this Section 2.19, the LC Issuer will be deemed, without further action by any party hereto, to have unconditionally and irrevocably sold to each Lender, and each Lender will be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from the LC Issuer, a participation in such Facility LC (and each Modification thereof) and the related LC Obligations in proportion to its Pro Rata Share.

2.19.3 Notice. Subject to Section 2.19.1, the Borrower shall give the LC Issuer (with a copy to the Administrative Agent) notice prior to 10:00 a.m. at least five Business Days prior to the proposed date of issuance or Modification of each Facility LC, specifying the identity of the LC Issuer requested to issue such Facility LC, the beneficiary, the Affiliated Entity that is to be the account party, the proposed date of issuance (or Modification) and the expiry date of such Facility LC, and describing the proposed terms of such Facility LC and the nature of the

transactions proposed to be supported thereby. Upon receipt of such notice, such LC Issuer will promptly notify the Administrative Agent, and the Administrative Agent will promptly notify each Lender, of the contents thereof and of the amount of such Lender's participation in such proposed Facility LC. Unless the LC Issuer has received written notice from any Lender or the Administrative Agent at least one Business Day prior to the requested date of issuance (or Modification) of the applicable Facility LC that the conditions precedent set forth in Article IV shall not then be satisfied, then, subject to the terms and conditions hereof, such LC Issuer shall, on the requested date, issue a Facility LC or enter into the applicable Modification, as the case may be, in accordance with its customary procedures (but in no event shall the LC Issuer be required to issue any Facility LC earlier than three Business Days after its receipt of an application agreement and/or such other instruments and agreements relating to such Facility LC as the LC Issuer will have reasonably requested (each, a "**Facility LC Application**")). In the event of any conflict between the terms of this Agreement and the terms of any Facility LC Application, the terms of this Agreement control.

2.19.4 LC Fees. The Borrower shall pay to the Administrative Agent, for the account of the Lenders ratably in accordance with their respective Pro Rata Shares, with respect to each Facility LC, a letter of credit fee at the Applicable LC Fee Rate per annum on the average daily undrawn stated amount under such Facility LC, such fee to be payable in arrears on each Quarterly Payment Date and on any stated expiration date or date of earlier termination of such Facility LC (as applicable). The Borrower will also pay to the LC Issuer for its own account a fronting fee, which shall accrue at the rate per annum set forth in the Fee Letter on the average daily amount of the average daily undrawn stated amount under all Facility LCs issued by the LC Issuer during the period from and including the Second Restatement Effective Date to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Obligations owing to such LC Issuer, as well as the LC Issuer's standard fees with respect to the issuance or Modification of, and draws under, Facility LCs in accordance with LC Issuer's standard schedule for such charges as in effect from time to time, which fronting fee and such other fees being payable in arrears on each Quarterly Payment Date and on any stated expiration date or date of earlier termination of a Facility LC.

2.19.5 Administration; Reimbursement by Lenders. Upon receipt from the beneficiary of any Facility LC of any demand for payment under such Facility LC, the LC Issuer will notify the Administrative Agent and the Administrative Agent will promptly notify the Borrower and each Lender as to the amount to be paid by the LC Issuer as a result of such demand and the proposed payment date therefor (the "**LC Payment Date**"). The responsibility of the LC Issuer to the Borrower and each Lender will be only to determine that the documents (including each demand for payment) delivered under each Facility LC in connection with such presentment are in conformity in all material respects with such Facility LC. Each LC Issuer will endeavor to exercise the same care in the issuance and administration of the Facility LCs as it does with respect to letters of credit in which no participations are granted, it being understood that in the absence of any gross negligence or willful misconduct by the LC Issuer, each Lender will be unconditionally and irrevocably liable without regard to the occurrence of any Default or any condition precedent whatsoever, to reimburse the LC Issuer on demand for (i) such Lender's Pro Rata Share of the amount of each payment made by the LC Issuer under each Facility LC to the extent such amount is not reimbursed by the Borrower pursuant to Section 2.19.6, plus (ii) interest on the foregoing amount to be reimbursed by such Lender, for each day from the date of the LC

Issuer's demand for such reimbursement (or, if such demand is made after 11:00 a.m. on such date, from the next succeeding Business Day) to the date on which such Lender pays the amount to be reimbursed by it, at a rate of interest per annum equal to the Federal Funds Effective Rate for the first three days and, thereafter, at a rate of interest equal to the rate applicable to Base Rate Advances.

2.19.6 Reimbursement by Borrower. The Borrower is irrevocably and unconditionally obligated to reimburse the LC Issuer on or before the applicable LC Payment Date for any amounts to be paid by the LC Issuer upon any drawing under a Facility LC, without presentment, demand, protest or other formalities of any kind; provided that neither the Borrower nor any Lender is hereby precluded from asserting any claim for direct (but not consequential) damages suffered by the Borrower or such Lender to the extent, but only to the extent, caused by (i) the willful misconduct or gross negligence of the LC Issuer in determining whether a request presented under any Facility LC issued by it complied with the terms of such Facility LC or (ii) the LC Issuer's failure to pay under any Facility LC issued by it after the presentation to it of a request strictly complying with the terms and conditions of such Facility LC. All such amounts paid by the LC Issuer and remaining unpaid by the Borrower will bear interest, payable on demand, for each day until paid at a rate per annum equal to (x) the rate applicable to Base Rate Advances for such day if such day falls on or before the applicable LC Payment Date and (y) the sum of 2% plus the rate applicable to Base Rate Advances for such day if such day falls after such LC Payment Date. The LC Issuer will pay to each Lender ratably in accordance with its Pro Rata Share all amounts received by it from the Borrower for application in payment, in whole or in part, of the associated Reimbursement Obligation in respect of any Facility LC issued by the LC Issuer, but only to the extent such Lender has made payment to the LC Issuer in respect of such Facility LC pursuant to Section 2.19.5. Subject to the terms and conditions of this Agreement (including without limitation the submission of a Borrowing Notice in compliance with Section 2.8 and the satisfaction of the applicable conditions precedent set forth in Article IV), the Borrower may request an Advance hereunder for the purpose of satisfying its Reimbursement Obligation in respect of any Facility LC.

2.19.7 Obligations Absolute. The Borrower's obligations under this Section 2.19 are absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment which the Borrower may have or have had against the LC Issuer, any Lender or any beneficiary of a Facility LC. The Borrower further agrees with the LC Issuer and the Lenders that the LC Issuer and the Lenders are not responsible for, and the Reimbursement Obligations in respect of any Facility LC will not be affected by, among other things, the validity or genuineness of documents or of any endorsements thereon, even if such documents should in fact prove to be in any or all respects invalid, fraudulent or forged, or any dispute between or among the Borrower, any of its Affiliates, the beneficiary of any Facility LC or any financial institution or other party to whom any Facility LC may be transferred or any claims or defenses whatsoever of the Borrower or of any of its Affiliates against the beneficiary of any Facility LC or any such transferee. No LC Issuer will be liable for any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Facility LC. The Borrower agrees that any action taken or omitted by the LC Issuer or any Lender under or in connection with each Facility LC and the related drafts and documents, if done without gross negligence or willful misconduct, will be binding upon the Borrower and will not put the LC Issuer or any Lender under any liability to the Borrower. Nothing

in this Section 2.19.7 is intended to limit the right of the Borrower to make a claim against the LC Issuer for damages as contemplated by the proviso to the first sentence of Section 2.19.6.

2.19.8 Actions of LC Issuers. Each LC Issuer is entitled to rely, and will be fully protected in relying, upon any Facility LC, draft, writing, resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, telecopy, telex or teletype message, statement, order or other document believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel, independent accountants and other experts selected by the LC Issuer. Each LC Issuer will be fully justified in failing or refusing to take any action under this Agreement unless it has first received such advice or concurrence of the Required Lenders (or such other number or percentage of the Lenders as required hereunder) as it reasonably deems appropriate or it is first indemnified to its reasonable satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action (other than any such liability or expense which results from the LC Issuer's gross negligence or willful misconduct). Notwithstanding any other provision of this Section 2.19, the LC Issuer will in all cases be fully protected in acting, or in refraining from acting, under this Agreement in accordance with a request of the Required Lenders (or such other number or percentage of the Lenders as required hereunder), and such request and any action taken or failure to act pursuant thereto will be binding upon the Lenders and any future holders of a participation in any Facility LC.

2.19.9 Indemnification. The Borrower hereby agrees to protect, indemnify, pay and save harmless the Administrative Agent, the LC Issuer and any of its Affiliates that has issued a Facility LC from and against any and all claims, demands, liabilities, damages, taxes, penalties, interest, judgments, losses, costs, charges and expenses (including reasonable fees, expenses and disbursements of counsel and allocated costs of internal counsel) which the LC Issuer or any of its Affiliates may incur or be subject to as a consequence, direct or indirect, of the issuance of any Facility LC, other than as a result of (A) the gross negligence or willful misconduct of the LC Issuer as determined by a final non-appealable judgment of a court of competent jurisdiction or (B) the wrongful dishonor by the LC Issuer or any of LC Issuer's Affiliates of a proper demand for payment made under any Facility LC, except if such dishonor resulted from any act or omission, whether rightful or wrongful, of any present or future de jure or de facto government or Governmental Authority.

2.19.10 Lenders' Indemnification. Each Lender will, ratably in accordance with its Pro Rata Share, indemnify the LC Issuer, its affiliates and their respective directors, officers, agents and employees (to the extent not reimbursed by the Borrower) against any cost, expense (including reasonable counsel fees and disbursements), claim, demand, action, loss or liability (except such as result from such indemnitees' gross negligence or willful misconduct or the LC Issuer's failure to pay under any Facility LC after the presentation to it of a request strictly complying with the terms and conditions of the Facility LC) that such indemnitees may suffer or incur in connection with this Section 2.19 or any action taken or omitted by such indemnitees hereunder.

2.19.11 Facility LC Collateral Account. The Borrower agrees that it will, upon the request of the Administrative Agent or the Required Lenders after the occurrence of a Default, or regardless of whether a request has been made by the Administrative Agent or the Required Lenders, upon the Facility Termination Date (as provided in Section 2.19.1(d)), and until the final

expiration date of any Facility LC and thereafter as long as any amount is payable to the LC Issuer or the Lenders in respect of any Facility LC, maintain a special collateral account pursuant to arrangements satisfactory to the Administrative Agent (the “**Facility LC Collateral Account**”) at the Administrative Agent’s Payment Office, in the name of the Borrower but under the sole dominion and control of the Administrative Agent, for the benefit of the Lenders and in which the Borrower will have no interest other than as set forth in Section 8.1. The Borrower hereby pledges and assigns to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders and the LC Issuer, and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders and the LC Issuer, a security interest in all of the Borrower’s right, title and interest in and to all funds which may from time to time be on deposit in the Facility LC Collateral Account to secure the prompt and complete payment and performance of the Obligations. The Administrative Agent will invest any funds on deposit from time to time in the Facility LC Collateral Account in certificates of deposit or other time deposits of BNY Mellon having a maturity not exceeding 30 days. Nothing in this Section 2.19.11 will either obligate the Administrative Agent to require the Borrower to deposit any funds in the Facility LC Collateral Account or limit the right of the Administrative Agent to release any funds held in the Facility LC Collateral Account in each case other than as required by Section 8.1.

2.19.12 Rights as a Lender. In its capacity as a Lender, the LC Issuer has the same rights and obligations as any other Lender.

2.19.13 Changes to LC Commitments. The Borrower may, at any time and from time to time, increase or reduce the LC Commitment of any LC Issuer with the consent of such LC Issuer and the Administrative Agent; provided that the Borrower shall not reduce the LC Commitment of any LC Issuer if, after giving effect to such reduction, (i) the sum of (x) the aggregate amount of the outstanding Facility LCs issued by any LC Issuer plus (y) the aggregate amount of all payments made by such LC Issuer pursuant to a Facility LC that have not yet been reimbursed by or on behalf of the Borrower would exceed its LC Commitment, (ii) the aggregate LC Obligations would exceed the Facility LC Limit, (iii) the Outstanding Credit Exposure of any Lender would exceed its Commitment or (iv) the Aggregate Outstanding Credit Exposure would exceed the Aggregate Commitment.

2.20 Extension of Facility Termination Date. The Borrower may request an extension of the Facility Termination Date by submitting a request for an extension to the Administrative Agent (an “**Extension Request**”) at any time prior to the Facility Termination Date. The Extension Request shall specify the new Facility Termination Date being requested and the date (which shall be at least 30 days after the Extension Request is delivered to the Administrative Agent) as of which the Lenders shall respond to the Extension Request (the “**Response Date**”). Promptly upon receipt of an Extension Request, the Administrative Agent will notify each Lender of the contents thereof and will request each Lender to approve the Extension Request. Each Lender approving the Extension Request shall deliver its written consent no later than the Response Date. If the consent of the Lenders is received by the Administrative Agent, the Facility Termination Date specified in the Extension Request will become effective on the existing Facility Termination Date and the Administrative Agent will promptly notify the Borrower and each Lender of the new Facility Termination Date.

2.21 Replacement of Lender. If any Lender requests compensation under Section 3.1, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender

or any Governmental Authority for the account of any Lender pursuant to Section 3.2 and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with Section 2.17, or if any Lender is a Defaulting Lender or a Non-Consenting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 12.1), all of its interests, rights (other than its existing rights to payments pursuant to Section 3.1 or Section 3.2) and obligations under this Agreement and the related Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 12.1.2(iv);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in L/C Obligations, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.4) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.1, or payments required to be made pursuant to Section 3.2, such assignment will result in a reduction in such compensation or payments thereafter;

(d) such assignment does not conflict with applicable Law; and

(e) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent.

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

2.22 Defaulting Lenders.

2.22.1 Defaulting Lender Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable Law:

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Lenders.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant

to Article VII or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 11.1 shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment of any amounts owing by such Defaulting Lender to any LC Issuer hereunder; *third*, to Cash Collateralize the LC Issuers' Fronting Exposure with respect to such Defaulting Lender in accordance with Section 2.23; *fourth*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) Cash Collateralize each LC Issuer's future Fronting Exposure with respect to such Defaulting Lender with respect to future Facility LCs issued under this Agreement, in accordance with Section 2.23; *sixth*, to the payment of any amounts owing to the Lenders or the LC Issuers as a result of any judgment of a court of competent jurisdiction obtained by any Lender or a LC Issuer against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or LC Obligations in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Facility LCs were issued at a time when the conditions set forth in Section 4.2 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and LC Obligations owed to, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or LC Obligations owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in LC Obligations are held by the Lenders pro rata in accordance with the Commitments without giving effect to Section 2.22.1(iv). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.22.1 shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees.

(A) No Defaulting Lender shall be entitled to receive any Commitment Fee for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

(B) Each Defaulting Lender shall be entitled to receive LC Fees for any period during which that Lender is a Defaulting Lender only to the extent allocable to its Pro Rata Share of the stated amount of Facility LCs for which it has provided Cash Collateral pursuant to Section 2.23.

(C) With respect to any LC Fee not required to be paid to any Defaulting Lender pursuant to clause (B) above, the Borrower shall (x) pay to each Non-Defaulting Lender that portion of any such LC Fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in LC Obligations or that has been reallocated to such Non-Defaulting Lender pursuant to clause (iv) below, (y) pay to the LC Issuers the amount of any such LC Fee otherwise payable to such Defaulting Lender to the extent allocable to the LC Issuer's Fronting Exposure to such Defaulting Lender, and (z) not be required to pay the remaining amount of any such LC Fee.

(iv) Reallocation of Participations to Reduce Fronting Exposure. All or any part of such Defaulting Lender's participation in LC Obligations shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Pro Rata Shares (calculated without regard to such Defaulting Lender's Commitment) but only to the extent that such reallocation does not cause the Outstanding Credit Exposure of any Non-Defaulting Lender to exceed such Non-Defaulting Lender's Commitment. No reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(v) Cash Collateral. If the reallocation described in clause (iv) above cannot, or can only partially, be effected, the Borrower shall, without prejudice to any right or remedy available to it hereunder or under law, Cash Collateralize the LC Issuer's Fronting Exposure in accordance with the procedures set forth in Section 2.23.

2.22.2 Defaulting Lender Cure. If the Borrower, the Administrative Agent and each LC Issuer agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Facility

LCs to be held pro rata by the Lenders in accordance with the Commitments (without giving effect to Section 2.22.1(iv)), whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

2.22.3 New Facility LCs. So long as any Lender is a Defaulting Lender, no LC Issuer shall be required to issue, extend, renew or increase any Facility LC unless it is satisfied that it will have no Fronting Exposure after giving effect thereto.

2.23 Cash Collateral. At any time that there shall exist a Defaulting Lender, within one Business Day following the written request of the Administrative Agent or a LC Issuer (with a copy to the Administrative Agent) the Borrower shall Cash Collateralize the LC Issuers' Fronting Exposure with respect to such Defaulting Lender (determined after giving effect to Section 2.22.1(iv) and any Cash Collateral provided by such Defaulting Lender) in an amount not less than the Minimum Collateral Amount.

2.23.1 Grant of Security Interest. The Borrower, and to the extent provided by any Defaulting Lender, such Defaulting Lender, hereby grants to the Administrative Agent, for the benefit of the LC Issuers, and agrees to maintain, a first priority security interest in all such Cash Collateral as security for the Defaulting Lenders' obligation to fund participations in respect of LC Obligations, to be applied pursuant to Section 2.23.2 below. If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent and the LC Issuers as herein provided, or that the total amount of such Cash Collateral is less than the Minimum Collateral Amount, the Borrower will, promptly upon demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency (after giving effect to any Cash Collateral provided by the Defaulting Lender).

2.23.2 Application. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under this Section 2.23 or Section 2.22 in respect of Facility LCs shall be applied to the satisfaction of the Defaulting Lender's obligation to fund participations in respect of LC Obligations (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) for which the Cash Collateral was so provided, prior to any other application of such property as may otherwise be provided for herein.

2.23.3 Termination of Requirement. Cash Collateral (or the appropriate portion thereof) provided to reduce the LC Issuers' Fronting Exposure shall no longer be required to be held as Cash Collateral pursuant to this Section 2.23 following (i) the elimination of the applicable Fronting Exposure (including by the termination of Defaulting Lender status of the applicable Lender), or (ii) the determination by the Administrative Agent and the LC Issuers that there exists excess Cash Collateral; provided that, subject to Section 2.22 the Person providing Cash Collateral and the LC Issuers may agree that Cash Collateral shall be held to support future anticipated Fronting Exposure or other obligations.

ARTICLE III

YIELD PROTECTION; TAXES; RATE LIMITATIONS; INDEMNITY

3.1 Increased Costs.

3.1.1 Increased Costs Generally. If any Change in Law:

(a) imposes, modifies or deems applicable any reserve (including pursuant to regulations issued from time to time by the Federal Reserve Board for determining the maximum reserve requirement (including any emergency, special, supplemental or other marginal reserve requirement) with respect to eurocurrency funding (currently referred to as “Eurocurrency liabilities” in Regulation D)), special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement to the extent reflected in Adjusted Daily Simple SOFR or Adjusted Term SOFR) or any LC Issuer;

(b) subjects any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(c) imposes on any Lender or any LC Issuer any other condition, cost or expense affecting this Agreement or any Loan under the Daily Simple SOFR Option or the Term SOFR Option made by such Lender or any Facility LC or participation therein;

and the result of any of the foregoing is to increase the cost to such Lender of making, converting to, continuing or maintaining any Loan under the Daily Simple SOFR Option or the Term SOFR Option (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or any LC Issuer of participating in, issuing or maintaining any Facility LC (or of maintaining its obligation to participate in or to issue any Facility LC), or to reduce the amount of any sum received or receivable by such Lender or any LC Issuer hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or any LC Issuer, the Borrower will pay to such Lender or any LC Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or any LC Issuer, as the case may be, for such additional costs incurred or reduction suffered.

3.1.2 Capital Requirements. If any Lender or any LC Issuer determines that any Change in Law affecting such Lender or any LC Issuer or any lending office of such Lender or such Lender’s or any LC Issuer’s holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender’s or any LC Issuer’s capital or on the capital of such Lender’s or any LC Issuer’s holding company, if any, as a consequence of this Agreement, the Commitment of such Lender or the Loans made by, or participations in Facility LCs held by, such Lender, or the Facility LC issued by any LC Issuer, to a level below that which such Lender or any LC Issuer or such Lender’s or any LC Issuer’s holding company could have achieved but for such Change in Law (taking into consideration such Lender’s or any LC Issuer’s policies and the policies of such Lender’s or any LC Issuer’s holding company with respect to capital adequacy and liquidity), then from time to time the Borrower will

pay to such Lender or any LC Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or any LC Issuer or such Lender's or any LC Issuer's holding company for any such reduction suffered.

3.1.3 Certificates for Reimbursement; Repayment of Outstanding Loans; Borrowing of New Loans. A certificate of a Lender or any LC Issuer setting forth the amount or amounts (with supporting schedules) necessary to compensate such Lender or any LC Issuer or its holding company, as the case may be, as specified in Sections 3.1.1 or 3.1.2 and delivered to the Borrower will be conclusive absent manifest error. The Borrower will pay such Lender or any LC Issuer, as the case may be, the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

3.1.4 Delay in Requests. Failure or delay on the part of any Lender or any LC Issuer to demand compensation pursuant to this Section will not constitute a waiver of such Lender's or any LC Issuer's right to demand such compensation, provided that the Borrower will not be required to compensate a Lender or any LC Issuer pursuant to this Section for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that such Lender or any LC Issuer, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or any LC Issuer's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine (9) month period referred to above will be extended to include the period of retroactive effect thereof). The Lenders and any LC Issuer will use commercially reasonable efforts to provide such notice of increased costs and/or decreased benefits within six months after the date of the event or circumstance that results in such increased costs and/or decreased benefits.

3.1.5 Survival. The obligations of the Borrower under this Section 3.1 will survive the payment of the Obligations and the termination of this Agreement.

3.2 Taxes.

3.2.1 Defined Terms. For purposes of this Section 3.2, the term "Lender" includes each LC Issuer and the term "applicable Law" includes FATCA.

3.2.2 Payments Free of Taxes. Any and all payments by or on account of any obligation of the Borrower under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable Law. If any applicable Law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the Borrower shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

3.2.3 Payment of Other Taxes by the Borrower. The Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

3.2.4 Indemnification by the Borrower. The Borrower will indemnify each Recipient, within 30 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability (with supporting schedules) delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

3.2.5 Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.1.4 relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, 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 Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this Section 3.2.5.

3.2.6 Evidence of Payments. As soon as practicable after any payment of Taxes by the Borrower to a Governmental Authority pursuant to this Section 3.2, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

3.2.7 Status of Lenders.

- (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by

applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 3.2.7 (ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(i) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W 8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(ii) executed originals of IRS Form W-8ECI;

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit H-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "***U.S. Tax Compliance Certificate***") and (y) executed originals of IRS Form W 8BEN or IRS Form W-8BEN-E, as applicable; or

(iv) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-2 or Exhibit H-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals 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 Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the Second Restatement Effective Date.

Each Lender 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 Borrower and the Administrative Agent in writing of its legal inability to do so.

3.2.8 Treatment of Certain Refunds. 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 3.2 (including by the payment of additional amounts pursuant to this Section 3.2), 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 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 Section 3.2.8 (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 Section 3.2.8, in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 3.2.8 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.

3.2.9 Survival. Each party's obligations under this Section 3.2 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

3.3 Inability to Determine Rates. Subject to Section 3.6,

- Advance:
- (a) If on or prior to the first day of any Interest Period for any Term SOFR
 - (i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that "Adjusted Term SOFR" cannot be determined pursuant to the definition thereof, or
 - (ii) the Required Lenders determine that for any reason in connection with any request for a Term SOFR Advance or a conversion thereto or a continuation thereof that Adjusted Term SOFR for any requested Interest Period with respect to a proposed Term SOFR Advance does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Term SOFR Advance, and the Required Lenders have provided notice of such determination to the Administrative Agent; or
 - (b) if, as of any date:
 - (i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that "Adjusted Daily Simple SOFR" cannot be determined pursuant to the definition thereof, or
 - (ii) the Required Lenders determine that for any reason in connection with any Daily Simple SOFR Advance, any request therefor or a conversion thereto or a continuation thereof that Adjusted Daily Simple SOFR does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Daily Simple SOFR Advance, and the Required Lenders have provided notice of such determination to the Administrative Agent,

then, in each case, the Administrative Agent will promptly so notify the Borrower and each Lender. Upon notice thereof by the Administrative Agent to the Borrower, any obligation of the Lenders to make such Type of Advance, and any right of the Borrower to continue such Type of Advance or to convert any other Type of Advance to such Type of Advance, shall be suspended (to the extent of the affected Type of Advance or affected Interest Periods) until the Administrative Agent (with respect to clause (b), at the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, (i) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of such Type of Advance (to the extent of the affected Type of Advance or affected Interest Periods) or, failing that, the Borrower will be deemed to have converted any such request into a request for an Advance of or conversion to a Base Rate Advance in the amount specified therein and (ii) any outstanding affected Type of Advance will be deemed to have been converted into a Base Rate Advance (X) with respect to any Term SOFR Advance, at the end of the applicable Interest Period, or (Y) otherwise, immediately. Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Section 3.4. Subject to Section 3.6, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that “Adjusted Term SOFR” cannot be determined pursuant to the definition thereof on any given day, the interest rate on Base Rate Loans shall be determined by the Administrative Agent without reference to clause (c) of the definition of “Base Rate” until the Administrative Agent revokes such determination.

3.4 Indemnity. In addition to the compensation or payments required by Section 3.1 or Section 3.2, the Borrower shall indemnify each Lender against all liabilities, losses or expenses (including loss of anticipated profits, any foreign exchange losses and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan, from fees payable to terminate the deposits from which such funds were obtained or from the performance of any foreign exchange contract) which such Lender sustains or incurs as a consequence of any:

(a) payment, prepayment, conversion or renewal of any Loan to which a Term SOFR Option applies on a day other than the last day of the corresponding Interest Period (whether or not such payment or prepayment or conversion is mandatory, voluntary or automatic (including by reason of an Event of Default or acceleration) and whether or not such payment or prepayment is then due) (and including any deemed payment or prepayment of a Lender’s Pro Rata Share resulting from a Loan increase in excess of a Lender’s commitment),

(b) attempt by the Borrower to revoke (expressly, by later inconsistent notices or otherwise) in whole or part any Borrowing Notice under Section 2.8 or election with respect to Interest Periods, a Conversion/Continuation Notice under Section 2.9 or a notice relating to prepayments under Section 2.7 (or a failure of an election with respect to Interest Periods, a conversion into or continuation of Term SOFR Loans or a prepayment of Term SOFR Loans to be effected),

(c) the assignment of a Term SOFR Loan prior to the last day of the Interest Period applicable thereto as a result of the Borrower’s request pursuant to Section 2.21; or

(d) default by the Borrower in the performance or observance of any covenant or condition contained in this Agreement or any other Loan Document, including any failure of

the Borrower to pay when due (by acceleration or otherwise) any principal, interest, Commitment Fee or any other amount due hereunder.

If any Lender sustains or incurs any such loss or expense, it shall from time to time notify the Borrower of the amount determined in good faith by such Lender (which determination may include such assumptions, allocations of costs and expenses and averaging or attribution methods as such Lender deems reasonable and will be conclusive absent manifest error) to be necessary to indemnify such Lender for such loss or expense. Such notice shall set forth in reasonable detail the basis for such determination. Such amount will be due and payable by the Borrower to such Lender thirty (30) days after such notice is given.

The obligations of the Borrower under this Section 3.4 will survive the payment of the Obligations and the termination of this Agreement.

3.5 Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable lending office to make, maintain or fund Loans whose interest is determined by reference to Adjusted Term SOFR (or any component thereof) or Adjusted Daily Simple SOFR (or any component thereof) or to determine or charge interest based upon Adjusted Term SOFR (or any component thereof) or Adjusted Daily Simple SOFR (or any component thereof), then, upon notice thereof by such Lender to the Borrower (through the Administrative Agent) (an ***“Illegality Notice”***), (a) any obligation of the Lenders to make Advances of the Type bearing interest at such rate or component thereof (***“Affected Advances”***), and any right of the Borrower to continue Affected Advances or to convert other Advances to Affected Advances, shall be suspended, and (b) the interest rate on which Base Rate Loans shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to clause (c) of the definition of “Base Rate”, in each case until each affected Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of an Illegality Notice, the Borrower shall, if necessary to avoid such illegality, upon demand from any Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Affected Advances to Advances of a Type that are not Affected Advances (which, if Base Rate Advances, the interest rate on such Advances shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to clause (c) of the definition of “Base Rate”), (A) in the case of Affected Advances which are Term SOFR Advances, on the last day of the Interest Period therefor if all Lenders may lawfully continue to maintain such Affected Advances to such day, or (B) in all other cases, immediately. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 3.4.

3.6 Benchmark Replacement Setting.

3.6.1 Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, if, with respect to a then-current Benchmark, a related Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior any setting of such Benchmark, then (x) if a Benchmark Replacement therefor is determined in accordance with clause (a) 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 the definition of “Adjusted Term SOFR” shall be deemed modified to delete the addition of the Adjustment to Term SOFR for any calculation and (y) if a Benchmark Replacement is determined in accordance with clause (b) 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 Lenders 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 Lenders comprising the Required Lenders. If the Benchmark Replacement is based upon Adjusted Daily Simple SOFR or Daily Simple SOFR, all interest payments will be payable on a monthly basis.

3.6.2 Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

3.6.3 Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 3.6.4 and (v) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.6, 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 3.6.

3.6.4 Unavailability of Tenor of Benchmark. 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 Term SOFR Reference 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 not or will not be representative, then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) 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 not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

3.6.5 Benchmark Unavailability Period. Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, (i) the Borrower may revoke any pending request for an affected SOFR Advance of, conversion to or continuation of affected SOFR Advances to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Base Rate Advance and (ii) any outstanding affected SOFR Advances will be deemed to have been converted to Base Rate Advances (X) in the case of a Term SOFR Advance, at the end of the applicable Interest Period, or (Y) in all other cases, immediately. During a Benchmark Unavailability Period or at any time that a tenor for a then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon such Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.

ARTICLE IV

CONDITIONS PRECEDENT

4.1 Conditions to Effectiveness. This Agreement will not become effective unless the following conditions have been satisfied or otherwise waived by the Lenders in writing (and the date upon which all conditions have been so satisfied or otherwise waived is referred to as the “*Second Restatement Effective Date*”):

(a) The Borrower has furnished or caused to be furnished to the Administrative Agent, with sufficient copies for the Lenders:

- (i) copies of the Borrower’s articles or certificate of incorporation, together with all amendments, and a certificate of good standing, each certified by the appropriate governmental officer in its respective jurisdiction of incorporation;
- (ii) copies, certified by the Secretary or Assistant Secretary of the Borrower, of the Borrower’s by-laws and of its Board of Directors’ resolutions and of resolutions or actions of any other body authorizing the execution of this Agreement and the other Loan Documents to which the Borrower is a party;
- (iii) an incumbency certificate, executed by the respective Secretary or Assistant Secretary of the Borrower which will identify by name and title and bear the signatures of the Authorized Officers and any other officers of the Borrower authorized to sign the Loan Documents to which the Borrower is a party, upon which certificate the Administrative Agent and the Lenders will be entitled to rely until informed of any change in writing by the Borrower;

- (iv) the most recent quarterly compliance certificate delivered under the Existing Credit Agreement; and
- (v) the Officer's certificates required by Master Indenture regarding incurrence of additional indebtedness.

(b) The Borrower has furnished or caused to be furnished to the Administrative Agent, with sufficient copies for the Lenders, a written opinion of counsel to the Borrower addressed to the Lenders in substantially the form attached to this Agreement as Exhibit C.

(c) Any Notes requested by a Lender pursuant to Section 2.13 shall have been executed and delivered, payable to the order of such Lender.

(d) The Borrower has furnished or caused to be furnished to the Administrative Agent, the Master Trust Supplement and the Master Note, each duly executed by the Obligated Group Agent and, in the case of the Master Note, duly authenticated in accordance with the Master Indenture by the Master Trustee.

(e) There has been payment of (A) the fees payable at the closing of this Agreement under the Fee Letter, (B) the fees and expenses of counsel to the Administrative Agent, to the extent billed or invoiced in writing to the Borrower at or prior to the Second Restatement Effective Date (it being understood that such fees and expenses, to the extent not invoiced as of such date, nonetheless remain payable in accordance with Section 9.6), and (C) all other fees and expenses then payable pursuant to Section 9.6 to the extent billed or invoiced in writing to the Borrower at or prior to the Second Restatement Effective Date (it being understood that such fees and expenses, to the extent not invoiced as of such date, nonetheless remain payable in accordance with Section 9.6 hereof).

(f) The Administrative Agent has been provided a copy of the most recent determination letter from the Internal Revenue Service recognizing the Borrower and UPMC Presbyterian Shadyside as organizations described in Section 501(c)(3) of the Code, the income of which (apart from unrelated business taxable income) is exempt from federal income tax under Section 501(a) of the Code.

(g) The Borrower has furnished or caused to be furnished to the Administrative Agent, with sufficient copies for the Lenders, a certificate of the Borrower substantially to the effect that all conditions precedent set forth herein have been satisfied, that each of the representations and warranties contained in the Loan Documents is true and correct as of the Second Restatement Effective Date, and that, as of the Second Restatement Effective Date there exists no Default or Unmatured Default.

(h) At least five (5) days prior to the Second Restatement Effective Date, (A) the Lenders shall have received all documentation and other information requested by them and required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act and (B) if the Borrower that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a Beneficial Ownership Certification in relation to the Borrower.

(i) The Administrative Agent shall have received (i) satisfactory audited consolidated financial statements of the Borrower for the two most recent fiscal years ended prior to the Second Restatement Effective Date as to which such financial statements are available, and (ii) a satisfactory copy of the most recent quarterly compliance certificate required under the Existing Credit Agreement.

(j) The Administrative Agent shall have received satisfactory evidence that deliveries required under the Master Indenture or requested by Administrative Agent in connection with the Master Indenture have been delivered.

(k) The Administrative Agent shall have received results of a search of the Uniform Commercial Code filings made and bankruptcy, tax, judgment and lien searches with respect to the Borrower and each other member of the Obligated Group as shall be required by the Administrative Agent and the results thereof shall be satisfactory to the Administrative Agent and the Administrative Agent shall have received satisfactory evidence that the pledge of Gross Revenues remains in effect as required by the Master Indenture and that all UCC filings remain in effect.

(l) All amounts owing to Departing Lenders shall have been paid.

(m) The Borrower has furnished or caused to be furnished to the Administrative Agent, with sufficient copies for the Lenders, such other documents as the Administrative Agent or any Lender or its counsel may have reasonably requested and the Lenders have satisfactorily completed their due diligence investigation of same.

The Administrative Agent shall notify the Borrower and the Lenders of the Second Restatement Effective Date, and each such notice shall be conclusive and binding.

4.2 Each Credit Extension. The Lenders will not be required to make any Credit Extension unless on the applicable Credit Extension Date:

(i) There exists no Default or Unmatured Default.

(ii) The representations and warranties contained in Article V are true and correct as of such Credit Extension Date except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation or warranty will have been true and correct on and as of such earlier date.

(iii) All legal matters incident to the making of such Credit Extension, as applicable, are satisfactory to the Lenders and their counsel.

Each Borrowing Notice or request for issuance or Modification of a Facility LC with respect to each such Credit Extension will constitute a representation and warranty by the Borrower that the conditions contained in Sections 4.2(i) and (ii) have been satisfied.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lenders that:

5.1 Existence and Standing. Each of the Affiliated Entities is duly and properly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all requisite authority to conduct its business in each jurisdiction in which its business is conducted.

5.2 Authorization and Validity; Master Indenture Obligations. Each of the Affiliated Entities has the power and authority and legal right to execute and deliver the Loan Documents to which it is a party, to consummate the transactions contemplated therein and to perform its obligations thereunder. The execution and delivery by each of the Affiliated Entities of the Loan Documents to which it is a party, the consummation of the transactions contemplated therein and the performance of its obligations thereunder have been duly authorized by proper corporate proceedings, such Loan Documents have been duly executed and delivered by the applicable Affiliated Entity party thereto, and such Loan Documents constitute legal, valid and binding obligations of the applicable Affiliated Entity enforceable against such Affiliated Entity in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally. The Master Note, when issued will have been duly authorized, executed and delivered by the Borrower, will have been duly and properly authenticated by the Master Trustee, and constitutes the legal, valid and binding obligation, joint and several, of each of the Master Trust Obligated Issuers, enforceable against the same in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally. The Master Note ranks and will rank at least pari passu in all respects (priority of payment, collateral security and otherwise) with all other notes and guaranties issued under the Master Indenture.

5.3 No Conflict; Government Consent. Neither the execution and delivery by an Affiliated Entity of the Loan Documents to which it is a party, nor the consummation of the transactions therein contemplated, nor compliance with the provisions thereof will violate (i) any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on such Affiliated Entity or (ii) such Affiliated Entity's articles or certificate of incorporation or by-laws, or (iii) the provisions of any indenture, instrument or agreement to which such Affiliated Entity is a party or is subject, or by which it, or its Property, is bound, or conflict with or constitute a default thereunder, or result in, or require, the creation or imposition of any Lien on the Property of such Affiliated Entity pursuant to the terms of any such indenture, instrument or agreement (except as expressly contemplated or provided for in the relevant Loan Document). No order, consent, adjudication, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, or other action in respect of any governmental or public body or authority, or any subdivision thereof, which has not been obtained by an Affiliated Entity, is required to be obtained by such Affiliated Entity in connection with the execution and delivery of the Loan Documents to which it is a party, the Credit Extensions, the payment and performance by any Affiliated Entity of the Obligations or the legality, validity, binding effect or enforceability of any of the Loan Documents.

5.4 Financial Statements. Each of (a) the Audited Financial Statements of the Borrower as of and for the year ended December 31, 2022, (b) all other financial statements of the Borrower furnished to the Administrative Agent or the Lenders prior to the Second Restatement Effective Date, and (c) such additional financial statements as may be delivered to the Administrative Agent or the Lenders from time to time pursuant to Section 6.1, (i) were in each case prepared in accordance with generally accepted accounting principles, and (ii) fairly presented the financial condition and results of operations of the relevant entities being reported on as of the dates and for the periods indicated.

5.5 Material Adverse Change. In the period from December 31, 2022 through and including the Second Restatement Effective Date, there has been no change in the business, Property, prospects, condition (financial or otherwise) or results of operations of the Borrower and its Subsidiaries (including the Affiliated Entities) which could reasonably be expected to have a Material Adverse Effect.

5.6 Tax Exempt Status; Taxes and Tax Returns. Each of the Borrower, the other Master Trust Obligated Issuers and each Affiliated Entity that is listed on Schedule 2 as a Tax-Exempt Organization is a Tax-Exempt Organization; each has received determination letters (or are included under the Borrower's group exemption or determination letters) from the Internal Revenue Service to the foregoing effect which letters are still in full force and effect; and none has declared or been determined to have any "unrelated business taxable income" as defined in Section 512 of the Code which could have a material adverse effect on such entity's status as a Tax-Exempt Organization or which, if such income were subject to federal income taxation, would have a Material Adverse Effect. Each of the Borrower, the other Master Trust Obligated Issuers and each Affiliated Entity that is listed on Schedule 2 as a Tax-Exempt Organization has filed all United States federal tax returns and all other tax returns which are required to be filed and has paid all taxes due pursuant to said returns or pursuant to any assessment received by it, except such taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided in accordance with generally accepted accounting principles and as to which no Lien exists. No tax liens have been filed and no claims are being asserted with respect to any such taxes. The charges, accruals and reserves on the books of any of such entities in respect of any taxes or other governmental charges are adequate.

5.7 Litigation and Contingent Obligations. There is no litigation, arbitration, governmental investigation, proceeding or inquiry pending or, to the knowledge of any of their officers, threatened against or affecting any Affiliated Entity which could reasonably be expected to have a Material Adverse Effect or which seeks to prevent, enjoin or delay the making of any Credit Extensions. Other than any liability incident to any litigation, arbitration or proceeding which could not reasonably be expected to have a Material Adverse Effect, no Affiliated Entity has any material contingent obligations not provided for or disclosed in the financial statements referred to in Section 5.4.

5.8 Subsidiaries. Schedule 2 contains an accurate list of all Subsidiaries of the Borrower as of the Second Restatement Effective Date, setting forth the percentage of their respective capital stock or other ownership interests owned by the Borrower. All of the issued and outstanding shares of capital stock or other ownership interests of such Subsidiaries have been (to the extent such concepts are relevant with respect to such Subsidiary or ownership interests) duly authorized and issued and are fully paid and non-assessable.

5.9 ERISA Compliance.

(a) Each Pension Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other federal or state Laws. Each Pension Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service or an application for such a letter is currently being processed by the Internal Revenue Service with respect thereto and, to the best knowledge of Borrower, nothing has occurred which would prevent, or cause the loss of, such qualification. Borrower and each ERISA Affiliate have made all required contributions to each Pension Plan subject to Section 412 of the Code, and no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Pension Plan.

(b) As of the Second Restatement Effective Date, no ERISA Event has occurred or is reasonably expected to occur which will result in a Material Adverse Effect, including; (i) except to the extent disclosed in the Audited Financial Statements, no Pension Plan has any unfunded pension liability (i.e. excess of benefit liabilities over the current value of that Pension Plan's assets, determined in accordance with the assumptions used for funding that Pension Plan for the most recently completed plan year); (ii) neither Borrower nor any ERISA Affiliate has incurred, or, as of the Second Restatement Effective Date, reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iii) neither Borrower nor any ERISA Affiliate has incurred, or, as of the Second Restatement Effective Date, reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Sections 4201 of ERISA with respect to a Multiemployer Plan; and (iv) to the best knowledge of Borrower, neither Borrower nor any ERISA Affiliate has engaged in a transaction that could be subject to Sections 4069 or 4212(c) of ERISA.

5.10 Accuracy of Information.

(a) No information, exhibit or report furnished by the Borrower or any other Affiliated Entity to the Administrative Agent or to any Lender in connection with the negotiation of, or compliance with, the Loan Documents contained any material misstatement of fact or omitted to state a material fact or any fact necessary to make the statements contained therein not misleading.

(b) As of the Second Restatement Effective Date, the information included in the Beneficial Ownership Certifications delivered by the Borrower to the Administrative Agent on or before the Second Restatement Effective Date is true and correct in all respects.

5.11 Material Agreements. Neither the Borrower nor any other Affiliated Entity is a party to any agreement or instrument or subject to any charter or other corporate restriction which could reasonably be expected to have a Material Adverse Effect. Neither the Borrower nor any other Affiliated Entity is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in (i) any agreement to which it is a party, which default could reasonably be expected to have a Material Adverse Effect or (ii) any agreement or instrument evidencing or governing Indebtedness.

5.12 Compliance With Laws. Each Affiliated Entity has complied with all applicable statutes, rules, regulations, orders and restrictions of any domestic or foreign government or any instrumentality or agency thereof having jurisdiction over the conduct of its respective business or the ownership of its respective Property, except for any failure to comply with any of the foregoing which could not reasonably be expected to have a Material Adverse Effect.

5.13 Ownership of Properties. On the Second Restatement Effective Date, each Affiliated Entity has good title, free of all Liens other than those permitted by the Master Indenture, to all of the Property and assets reflected as owned by such Affiliated Entity in the most recent financial statements provided to the Administrative Agent.

5.14 No Prohibited Transaction. The transactions contemplated by this Agreement and the other Loan Documents do not give rise to a prohibited transaction within the meaning of Section 406 of ERISA or Section 4975 of the Code that does not meet the requirements for an exemption thereunder.

5.15 Environmental Matters. Neither the Borrower nor any other Affiliated Entity has received any notice to the effect that its operations are not in material compliance with any of the requirements of applicable Environmental Laws or are the subject of any federal or state investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could reasonably be expected to have a Material Adverse Effect.

5.16 Investment Company Act. Neither the Borrower nor any other Affiliated Entity is (a) an “investment company” or a company “controlled” by an “investment company”, within the meaning of the Investment Company Act of 1940 or (b) otherwise subject to any other regulatory scheme limiting its ability to incur debt.

5.17 Insurance. Each Affiliated Entity maintains, with financially sound and reputable insurance companies, property, casualty and liability insurance in such amounts and covering such risks as is consistent with sound business practice and customary for other comparable institutions, and in each case (to the extent applicable) in compliance with the relevant requirements of the Master Indenture.

5.18 Master Indenture. Neither the Borrower nor any other Master Trust Obligated Issuer is in default under any of the terms, provisions or conditions of the Master Indenture and the representations and warranties of the Borrower and all other Master Trust Obligated Issuers under the Master Indenture were true and correct in all material respects when made and remain true and correct as of the Second Restatement Effective Date and the date of each Credit Extension, provided that with respect to representations or warranties under the Master Indenture that were made as of a particular date, such representations and warranties will continue to remain true and correct as of such date. Said representations and warranties, together with the related definitions of terms used therein and the exhibits referred to therein, are hereby incorporated by reference into this Agreement with the same effect as if fully set forth herein.

5.19 Anti-Corruption Laws and Sanctions. Each Covered Person has implemented and maintains in effect policies and procedures designed to ensure compliance by such Covered Person and its directors, officers, employees and agents with Anti-Corruption Laws and applicable

Sanctions, and the Covered Persons and their respective officers and employees, and to the knowledge of the Borrower its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of the Covered Persons or any of their respective directors, officers or employees, or to the knowledge of the Borrower, any agent of any Covered Persons that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No borrowing, Facility LC or the use of the proceeds thereof or other transaction contemplated by this Agreement will violate Anti-Corruption Laws or applicable Sanctions.

5.20 Affected Financial Institutions. None of the Affiliated Entities is an Affected Financial Institution.

ARTICLE VI

COVENANTS

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and all fees and other amounts payable under the Loan Documents (other than unasserted contingent indemnification obligations not then due and payable) shall have been paid in full and all Facility LCs have expired and all LC Obligations have been reimbursed, the Borrower covenants and agrees with the Administrative Agent, the LC Issuers and the Lenders that:

6.1 Financial Reporting. The Borrower will maintain or cause to be maintained, for itself and its Subsidiaries a system of accounting established and administered in accordance with generally accepted accounting principles. The Borrower will furnish or cause to be furnished to the Lenders:

- (i) Annual Audited Financial Reports. Within 150 days after the close of each of the Borrower's fiscal years, (A) an unqualified audit report, certified by nationally recognized independent certified public accountants selected by the Borrower and not unacceptable to the Lenders, prepared in accordance with generally accepted accounting principles on a combined or consolidated basis for the Borrower and its Subsidiaries, including a combined or consolidated balance sheet as of the end of such period and a combined or consolidated statement of changes in income and cash flows for such fiscal year, showing in each case in comparative form the financial figures as of the end of and for the preceding fiscal year; and (B) a certificate of compliance with covenant calculations from an authorized officer of the Borrower.
- (ii) Quarterly Unaudited Financial Reports. Within 60 days after the close of the four individual quarterly periods of each of the Borrower's fiscal years, for the Borrower and its Subsidiaries, unaudited quarterly information related to consolidated utilization statistics, sources of revenue and consolidated financial information (including combining or consolidating divisional income statements), which quarterly report shall contain certification by an Authorized Officer of the Borrower that, to the best of

such Authorized Officer's knowledge, as of the end of such quarter, the Borrower is in compliance with the applicable covenants contained in the financing documents of its bonds and all applicable bank lines of credit and no Event of Default (as defined in any related financing document) has occurred and is continuing (or if such Event of Default exists, stating the nature and status thereof). The Borrower will be in compliance with this clause (ii) if it delivers, or causes to be delivered, to the Lenders, in electronic format, a copy of its quarterly report required by its Master Continuing Disclosure Agreement dated March 27, 2008, as amended and supplemented from time to time.

- (iii) ERISA Event. As soon as possible and in any event within 10 days after the Borrower knows that any ERISA Event has occurred with respect to any Pension Plan, a statement, signed by an Authorized Officer of the Borrower, describing said ERISA Event and the action which the Borrower proposes to take with respect thereto.
- (iv) Environmental Notice. As soon as possible and in any event within 10 days after receipt by the Borrower, a copy of (a) any notice or claim to the effect that the Borrower or any other Affiliated Entity is or may be liable to any Person as a result of the release by the Borrower or any other Affiliated Entity or any other Person of any toxic or hazardous waste or substance into the environment, and (b) any notice alleging any violation of any federal, state or local environmental, health or safety law or regulation by the Borrower or any other Affiliated Entity, which, in any case, could reasonably be expected to have a Material Adverse Effect.
- (v) Change in Public Accountant. Within 30 days of any change of the Borrower's independent public accountants, written notification thereof and such further information as the Administrative Agent or any Lender may reasonably request concerning the resignation, refusal to stand for reappointment after completion of the current audit, or dismissal (as applicable) of such accountants.
- (vi) Annual Budget. As soon as possible and in any event prior to the end of each fiscal year of the Borrower, a copy of the Borrower's annual fiscal budget for the upcoming fiscal year of the Borrower, which budget was approved by the Finance Committee of the Borrower.
- (vii) Notice of Change in Debt Rating. Within two (2) Business Days after either S&P Global Ratings, a division of S&P Global Inc., or Moody's Investors Service, Inc. announces a change in the Debt Rating, notice of such change. The Borrower will deliver together with such notice a copy of any written notification which the Borrower received from the applicable rating agency regarding such change in such rating.
- (viii) Notice of Change in Beneficial Ownership Certification. Promptly after the Borrower becomes aware of any change in the information provided in a

Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified in parts (c) or (d) of such certification, a written notice specifying any such change.

- (ix) Other Information. Promptly following any request therefore, such other information as reasonably requested in writing by the Administrative Agent or any Lender, including information requested by the Administrative Agent, any Lender or any proposed assignee of any Lender (provided that such assignee has obtained all required consents required in Section 12.1.1.2(iii)) for purposes of compliance with applicable “know your customer” requirements under the USA Patriot Act or other or other applicable anti-money laundering laws, including an updated Beneficial Ownership Certification.

The information required to be delivered pursuant to clauses (i), (ii), and (vi) will be deemed to be delivered on the date on which the Borrower provides written notice to the Lenders that such information has been posted on the Borrower’s website at www.upmc.com/about/finances.

6.2 Use of Proceeds. The Borrower will use the proceeds of the Credit Extensions, including Facility LCs, for general corporate purposes, working capital requirements and liquidity requirements arising in the normal course of business and from unexpected business disruptions. The Borrower will not, nor will it permit any Subsidiary to (and the Borrower will cause its Subsidiaries not to), use any of the proceeds of the Credit Extensions to purchase or carry any “margin stock” (as defined in Regulation U). Neither the Borrower, its Subsidiaries, or any of its or their respective directors, officers or employees shall use the proceeds of any Loan or Facility LC (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (C) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

6.3 Notice of Default. The Borrower will, and will cause each of its Subsidiaries to, give prompt notice in writing to the Lenders of the occurrence of any Default or Unmatured Default and of any other development, financial or otherwise, which could reasonably be expected to have a Material Adverse Effect.

6.4 Conduct of Business. The Borrower will, and will cause each of its Subsidiaries to do all things necessary to remain duly incorporated or organized, validly existing and (to the extent such concept applies to such entity) in good standing as a domestic corporation, partnership or limited liability company in its jurisdiction of incorporation or organization, as the case may be, and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted.

6.5 Tax-Exempt Status; Taxes and Tax Returns. The Borrower will maintain, and cause each other Master Trust Obligated Issuer to maintain, its status as a Tax-Exempt Organization. The Borrower will, and will cause (if and to the extent required) each of its Subsidiaries to timely file complete and correct United States federal and applicable foreign, state and local tax returns

required by law and pay when due all taxes, assessments and governmental charges and levies upon it or its income, profits or Property, except those which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been set aside in accordance with generally accepted accounting principles.

6.6 Insurance. The Borrower will, and will cause each other Affiliated Entity to, maintain with financially sound and reputable insurance companies, property, casualty and liability insurance in such amounts and covering such risks as is consistent with sound business practice and customary for other comparable institutions, and in each case (to the extent applicable) in compliance with the relevant requirements of the Master Indenture; and the Borrower will furnish to the Administrative Agent or any Lender upon request full information as to the insurance carried.

6.7 Compliance with Laws. The Borrower will, and will cause each of its Subsidiaries to, comply with all laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it or they, respectively, may be subject including, without limitation, all Environmental Laws.

6.8 Maintenance of Properties. The Borrower will, and will cause each of its Subsidiaries to, do all things necessary to maintain, preserve, protect and keep its and their respective Property in good repair, working order and condition, and make all necessary and proper repairs, renewals and replacements so that its business carried on in connection therewith may be properly conducted at all times.

6.9 Inspection. The Borrower will, and will cause each of its Affiliated Entities to, permit the Administrative Agent and the Lenders, by their respective representatives and agents, to inspect any of the Property, books and financial records of the Borrower or any Affiliated Entities, as applicable; to examine and make copies of the books of accounts and other financial records of the same; and to discuss the affairs, finances and accounts of the same with, and to be advised as to such affairs, finances and accounts by, their respective officers at such reasonable times and intervals as the Administrative Agent or any Lender may request in writing.

6.10 Amendments to Agreements.

(a) The Borrower will not, and will not permit any Affiliated Entity to, amend, modify, terminate or grant any waiver under (or consent to, or permit or suffer to occur any action or omission which results in, or is equivalent to, an amendment, modification, or grant of a waiver under) any Collateral Document, provided that provisions of the Master Indenture may be otherwise amended, modified, terminated or waived in accordance with the restrictions and criteria for such actions set forth in the Master Indenture.

(b) In connection with amendments, modifications, terminations or waivers entered into pursuant to the proviso in the first sentence of subsection (a) of this Section 6.10, the Borrower agrees to give each Lender prompt written notice of the occurrence of any such event.

6.11 Debt Service Coverage Ratio. The Borrower covenants to maintain a Debt Service Coverage Ratio of at least [REDACTED], measured on March 31, June 30, September 30, and December 31 of each Fiscal Year for the period of four (4) consecutive fiscal quarters then ending.

6.12 Liquidity Ratio. The Borrower covenants to maintain a Liquidity Ratio of at least [REDACTED], measured on March 31, June 30, September 30 and December 31 of each Fiscal Year.

6.13 Performance of Master Indenture Covenants. The Borrower will perform and comply with, or cause to be performed and complied with, the provisions, covenants, undertakings and agreements set forth in the Master Indenture, as in effect on the Second Restatement Effective Date, as such provisions, covenants, undertakings and agreements may be amended or supplemented as provided in the Master Indenture. Said provisions, covenants, undertakings and agreements together with the related definitions of terms used therein and the exhibits referred to therein, are hereby incorporated by reference into this Agreement with the same effect as if fully set forth herein, as such provisions, covenants, undertakings and agreements may be modified or amended from time to time in accordance with the terms of the Master Indenture. It is understood that if the subject matter addressed by a provision, covenant, undertaking or agreement of the Master Indenture incorporated by reference herein through this Section 6.13, is also addressed by a separate covenant, agreement or undertaking otherwise provided for herein, compliance is required in both cases in accordance with the applicable provision.

6.14 Master Trust Obligated Issuers. The Borrower will not at any time consent to or permit the withdrawal of UPMC Presbyterian Shadyside as a Master Trust Obligated Issuer under the Master Indenture.

6.15 Anti-Corruption Laws and Sanctions. The Borrower will, and will cause each of its Subsidiaries and each of the other members of the Obligated Group and their respective Subsidiaries to, maintain in effect and enforce policies and procedures designed to ensure compliance by the Covered Persons and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

ARTICLE VII

DEFAULTS

The occurrence of any one or more of the following events constitutes a Default:

7.1 Breach of Representations and Warranties. Any representation or warranty made or deemed made by or on behalf of an Affiliated Entity to the Lenders or the Administrative Agent under or in connection with this Agreement, any Credit Extension or any other Loan Document, or any certificate or information delivered in connection with this Agreement or any other Loan Document, is materially false on the date as of which made, deemed made or delivered.

7.2 Nonpayment. Nonpayment of (i) principal of any Loan when due (whether by maturity, acceleration or otherwise), or (ii) nonpayment of any Reimbursement Obligation within three (3) Business Days after the same becomes due, or nonpayment of any deposit obligation referred to in Section 2.19.1(d) when required thereunder, or (iii) nonpayment of interest upon any Loan, or of any commitment fee, LC Fee or other obligations under any of the Loan Documents, which (in the case of clause (iii)) in each case continues unremedied five (5) days after written notice thereof has been given to the Borrower by the Administrative Agent or any Lender.

7.3 Specific Covenants. The breach of any of the terms or provisions of (i) Section 6.2, or (ii) Sections 6.11, 6.12 or 6.13 which is not remedied within thirty (30) days after the occurrence of such breach.

7.4 Other Covenants. The breach (other than a breach which constitutes a Default under another Section of this Article VII) of any of the terms or provisions of this Agreement which is not remedied within five days after written notice from the Administrative Agent or any Lender.

7.5 Defaults under other Loan Documents. The occurrence of any “default” or “event of default”, as defined in any Loan Document (other than this Agreement) or the breach of any of the terms or provisions of any Loan Document (other than this Agreement), which default or breach continues beyond any period of grace or cure therein provided.

7.6 Cross Defaults. Any of (a) the failure of the Borrower or any other Affiliated Entity to pay when due any Material Indebtedness, whether such Material Indebtedness now exists or is hereafter created, and any period of grace or cure with respect thereto has expired; or the default by the Borrower or any other Affiliated Entity in the performance (beyond the applicable grace or cure period with respect thereto, if any) of any term, provision or condition contained in any agreement under which any such Material Indebtedness was created or is governed, or any other event occurs or condition exists, which default or event or condition results in such Material Indebtedness becoming or being declared due and payable prior to the date on which it would otherwise become due and payable, or becoming or being required to be prepaid or repurchased (other than by a regularly scheduled payment) prior to the stated maturity thereof (provided that such default or event will not constitute a Default hereunder if, within the time allowed for service of a responsive pleading in any proceeding to enforce payment of the Material Indebtedness under the laws governing such proceeding, (i) the Borrower or other affected Affiliated Entity, as applicable, in good faith commences proceedings to contest the existence or payment of such Material Indebtedness, and (ii) sufficient moneys are escrowed with a bank or trust company for the payment of such Material Indebtedness); or (b) the Borrower or any other Affiliated Entity does not pay, or admits in writing its inability to pay, its debts generally as they become due.

7.7 Debtor Relief Laws. The Borrower, or any other Affiliated Entity, (i) has an order for relief entered with respect to it under any Debtor Relief Laws as now or hereafter in effect, (ii) make an assignment for the benefit of creditors, (iii) applies for, seeks, consents to, or acquiesces in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any Substantial Portion of its Property or any proceeding described in Section 7.8, (iv) institutes any proceeding seeking an order for relief under any Debtor Relief Laws as now or hereafter in effect or seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fails to file an answer or other pleading denying the material allegations of any such proceeding filed against it within the requisite time period for filing such answer or other pleading, (v) takes any corporate or partnership action to authorize or effect any of the foregoing actions set forth in this Section 7.7 or (vi) fails to contest in good faith any appointment or proceeding described in Section 7.8.

7.8 Appointment of Receiver, Etc. Without the application, approval or consent of the Borrower, or any other Affiliated Entity, a receiver, trustee, examiner, liquidator or similar official

is appointed for the Borrower or any other Affiliated Entity or any Substantial Portion of its Property, or a proceeding described in Section 7.7(iv) is instituted against the Borrower or any other Affiliated Entity and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of 30 consecutive days.

7.9 Condemnations and Seizures. Any court, government or governmental agency condemns, seizes or otherwise appropriates, or takes custody or control of, all or any portion of the Property of the Borrower or any other Affiliated Entity which, when taken together with all other Property of the Borrower, or any other Affiliated Entity so condemned, seized, appropriated, or taken custody or control of, during the twelve-month period ending with the month in which any such action occurs, constitutes a Substantial Portion.

7.10 Judgments. The Borrower or any other Affiliated Entity fails within 30 days to pay, bond or otherwise discharge one or more (i) judgments or orders for the payment of money in excess of \$50,000,000 (or the equivalent thereof in currencies other than U.S. Dollars) in the aggregate, or (ii) nonmonetary judgments or orders which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, which judgment(s) in any such case, is/are not stayed on appeal or otherwise being appropriately contested in good faith.

7.11 ERISA Defaults. Any reportable event (under Section 4043 of ERISA and the regulations promulgated thereunder) occurs in connection with any Pension Plan, but excluding ERISA Events for which notice has been waived by the PBGC.

7.12 Environmental Defaults. The Borrower or any other Affiliated Entity (i) is the subject of any proceeding or investigation pertaining to the release by the Borrower or any Affiliated Entity or any other Person of any toxic or hazardous waste or substance into the environment, or (ii) violates any Environmental Law, which, in the case of an event described in clause (i) or clause (ii), could reasonably be expected to have a Material Adverse Effect.

7.13 Liens. Any Collateral Document for any reason fails to create a valid and perfected first priority security interest in any collateral purported to be covered thereby, except as permitted by the terms of any Collateral Document, or any Collateral Document fails to remain in full force or effect or any action is taken to discontinue or to assert the invalidity or unenforceability of any Collateral Document, or the Borrower or any other Master Trust Obligated Issuer fails to comply with any of the terms or provisions of any Collateral Document to which it is a party or in respect of which it is obligated.

7.14 No Prohibited Transaction Representation. The representations and warranties set forth in Section 5.14 (“*No Prohibited Transaction*”) are at any time not true and correct.

ARTICLE VIII

ACCELERATION, WAIVERS, AMENDMENTS AND REMEDIES

8.1 Acceleration; Facility LC Collateral Account.

- (i) If any Default described in Section 7.7 or 7.8 occurs, the obligations of the Lenders to make Loans hereunder and the obligation and power of the LC

Issuers to issue Facility LCs will automatically terminate and the Obligations will immediately become due and payable without presentment, demand, protest or notice of any kind and without any election or action on the part of the Administrative Agent, any LC Issuer or any Lender, and the Borrower will be and become thereby unconditionally obligated, without any further notice, act or demand, to pay to the Administrative Agent an amount in immediately available funds, which funds will be held in the Facility LC Collateral Account, equal to the difference of (x) the amount of the LC Obligations at such time, less (y) the amount on deposit in the Facility LC Collateral Account at such time which is free and clear of all rights and claims of third parties and has not been applied against its Obligations (such difference, the “*Collateral Shortfall Amount*”). If any other Default occurs, the Required Lenders (or the Administrative Agent with the consent of the Required Lenders) may (a) terminate or suspend the obligations of the Lenders to make Loans hereunder and the obligation and power of the LC Issuers to issue Facility LCs, or declare the Obligations to be due and payable, or both, whereupon the Obligations will become immediately due and payable, without presentment, demand, protest or notice of any kind, all of which the Borrower hereby expressly waives, and (b) upon notice to the Borrower and in addition to the continuing right to demand payment of all amounts payable under this Agreement, make demand on the Borrower to pay, and the Borrower will, forthwith upon such demand and without any further notice or act, pay to the Administrative Agent the Collateral Shortfall Amount, which funds will be deposited in the Facility LC Collateral Account.

- (ii) If at any time while any Default is continuing, the Administrative Agent determines that the Collateral Shortfall Amount at such time is greater than zero, the Administrative Agent may make demand on the Borrower to pay, and the Borrower will, forthwith upon such demand and without any further notice or act, pay to the Administrative Agent the Collateral Shortfall Amount, which funds will be deposited in the Facility LC Collateral Account.
- (iii) The Administrative Agent may at any time or from time to time after funds are deposited in the Facility LC Collateral Account, apply such funds to the payment of the Obligations and any other amounts as from time to time become due and payable by the Borrower to the Lenders or the LC Issuer under the Loan Documents.
- (iv) At any time while any Default is continuing, neither the Borrower nor any Person claiming on behalf of or through the Borrower will have any right to withdraw any of the funds held in the Facility LC Collateral Account. After all of the Obligations have been indefeasibly paid in full and the Aggregate Commitment has been terminated and no Facility LCs remain outstanding and undrawn, any funds remaining in the Facility LC Collateral Account

will be returned by the Administrative Agent to the Borrower or paid to whomever may be legally entitled thereto at such time.

- (v) If, within 30 days after acceleration of the maturity of the Obligations or termination of the obligations of the Lenders to make Loans and the obligation and power of the LC Issuers to issue Facility LCs hereunder as a result of any Default (other than any Default as described in Section 7.7 or 7.8) and before any judgment or decree for the payment of the Obligations due has been obtained or entered, the Required Lenders (in their sole discretion) so direct, the Administrative Agent will, by notice to the Borrower, rescind and annul such acceleration and/or termination.

8.2 Amendments. Except as otherwise expressly set forth in this Agreement (including Section 1.4 and Section 3.6), subject to the provisions of this Article VIII, the Required Lenders (or the Administrative Agent with the consent in writing of the Required Lenders) and the Borrower may enter into agreements supplemental hereto for the purpose of adding or modifying any provisions to the Loan Documents or changing in any manner the rights of the Lenders or the Borrowers hereunder or waiving any Default or Unmatured Default; provided, however, that no such supplemental agreement will, (X) without the prior written consent of each Lender and LC Issuer directly affected thereby, (i) subordinate, or have the effect of subordinating, the Obligations to any other Indebtedness, (ii) subordinate, or have the effect of subordinating, the Liens securing the Obligations to Liens securing any other Indebtedness, or (iii) modify Section 11.2 or any other provision hereof in a manner that would have the effect of altering the ratable reduction of Commitments or the pro rata sharing of payments otherwise required hereunder, or (Y) without the consent of all of the Lenders:

- (i) Extend the final maturity or scheduled amortization of any Loan; extend the expiry date of any Facility LC to a date after the Facility Termination Date; forgive or reduce all or any portion of the principal amount of any Loan or Facility LC, or any Reimbursement Obligation; or reduce the rate or extend the time of payment of interest or fees on any Loan or Facility LC, or on any Reimbursement Obligations, or any other fees.
- (ii) Reduce the amount specified in the definition of Required Lenders.
- (iii) Extend the Facility Termination Date, or reduce the amount or extend the payment date for, the mandatory payments required under Section 2.2, or increase the amount of the Aggregate Commitment, the Commitment of any Lender hereunder or the commitment to issue Facility LCs, or permit the Borrower to assign its rights under this Agreement.
- (iv) Amend this Section 8.2.
- (v) Except as provided in the Collateral Documents, release or agree to subordinate the Liens with respect to the collateral provided for in the Collateral Documents.

- (vi) Amend sections of this Agreement concerning pro rata treatment of Lenders, sharing of payments and the exculpatory provisions relating to the Administrative Agent.
- (vii) Permit releases of guarantors of all or substantially all of the collateral (except as permitted by the Loan Documents).

No amendment of any provision of this Agreement relating to the Administrative Agent will be effective without the written consent of the Administrative Agent, and no amendment of any provision relating to the LC Issuers will be effective without the written consent of each LC Issuer.

8.3 Preservation of Rights. No delay or omission of the Lenders, the LC Issuers or the Administrative Agent to exercise or direct the exercise of any right under the Loan Documents will impair such right or be construed to be a waiver of any Default or Unmatured Default or an acquiescence therein, and the making of a Credit Extension notwithstanding the existence of a Default or Unmatured Default or the inability of the Borrower to satisfy the conditions precedent to such Credit Extension will not constitute any waiver or acquiescence. Any complete or partial exercise of any such right will not preclude other or further exercise thereof or the exercise of any other right, and no waiver, amendment or other variation of the terms, conditions or provisions of the Loan Documents whatsoever will be valid unless in writing signed by the Lenders required pursuant to Section 8.2, and then only to the extent specifically set forth in such writing. All remedies contained in the Loan Documents or by law afforded will be cumulative and all will be available to the Administrative Agent, the LC Issuers and the Lenders until the Obligations have been paid in full.

ARTICLE IX

GENERAL PROVISIONS

9.1 Survival of Representations. All representations and warranties of the Borrower contained in this Agreement will survive the making of the Credit Extensions herein contemplated.

9.2 Governmental Regulation. Anything contained in this Agreement to the contrary notwithstanding, neither any LC Issuer nor any Lender is obligated to extend credit to the Borrower in violation of any limitation or prohibition provided by any applicable statute or regulation.

9.3 Headings. Section headings in the Loan Documents are for convenience of reference only, and do not govern the interpretation of any of the provisions of the Loan Documents.

9.4 Entire Agreement. The Loan Documents embody the entire agreement and understanding among the Borrower, the Administrative Agent, the LC Issuers and the Lenders and supersede all prior agreements and understandings among the Borrower, the Administrative Agent, the LC Issuers and the Lenders relating to the subject matter thereof (other than the Fee Letter).

9.5 Several Obligations Benefits of this Agreement. The respective obligations of the Lenders hereunder are several and not joint and no Lender may be the partner or agent of any other (except to the extent to which the Administrative Agent is authorized to act as such). The failure

of any Lender to perform any of its obligations hereunder does not relieve any other Lender from any of its obligations hereunder. This Agreement may not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and assigns; provided, however, that the parties hereto expressly agree that each Joint Lead Arranger is to enjoy the benefits of the provisions of Sections 9.6, 9.10 and 10.11 to the extent specifically set forth therein and has the right to enforce such provisions on its own behalf and in its own name to the same extent as if it were a party to this Agreement.

9.6 Expenses; Indemnification.

- (i) The Borrower will reimburse BNY Mellon, as Administrative Agent and Joint Lead Arranger, for any costs, internal charges and out-of-pocket expenses (including reasonable attorneys' fees and time charges of its attorneys, which attorneys may be employees of BNY Mellon) paid or incurred by BNY Mellon in connection with the preparation, negotiation, execution, delivery, syndication, review, amendment, modification, and administration of the Loan Documents. The Borrower also agrees to reimburse the Administrative Agent, the Joint Lead Arrangers, the LC Issuers and the Lenders for any costs, internal charges and out-of-pocket expenses (including reasonable attorneys' fees and time charges of attorneys for the Administrative Agent, the Joint Lead Arrangers, the LC Issuers and the Lenders, which attorneys may be employees of the Administrative Agent, the Joint Lead Arrangers, the LC Issuers or any Lender) paid or incurred by the Administrative Agent, the Joint Lead Arrangers, the LC Issuers or any Lender in connection with the collection and enforcement of the Loan Documents. Upon the occurrence of a Default hereunder, expenses being reimbursed under this Section 9.6 will include, without limitation, costs and expenses incurred in connection with the Reports described in the following sentence. The Borrower acknowledges that from time to time the Administrative Agent may prepare and may distribute to the Lenders (but will have no obligation or duty to prepare or to distribute to the Lenders) certain audit reports (the "**Reports**") pertaining to the Borrower's assets for internal use by the Administrative Agent from information furnished to it by or on behalf of the Borrower, after the Administrative Agent has exercised its rights of inspection pursuant to this Agreement.
- (ii) The Borrower agrees to indemnify the Administrative Agent, each Lender and each LC Issuer, and each Related Party of any of the foregoing Persons (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), and will indemnify and hold harmless each Indemnitee from all fees and time charges and disbursements for attorneys who may be employees of any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower arising out of, in connection with or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or

instrument contemplated hereby or thereby, the performance or nonperformance by the Borrower of its obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii) any Loan or Facility LC or the use or proposed use thereof or of the proceeds therefrom (including any refusal by any LC Issuer to honor a demand for payment under a Facility LC if the documents presented in connection with such demand do not strictly comply with the terms of such Facility LC), (iii) breach of representations, warranties or covenants of the Borrower under the Loan Documents, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, including any such items or losses relating to or arising under Environmental Laws or pertaining to environmental matters, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity will not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by the Borrower against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrower has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. The obligations under this Section 9.6 will survive the prepayment of the Obligations and the termination of this Agreement.

9.7 Numbers of Documents. All statements, notices, closing documents, and requests hereunder are to be furnished to the Administrative Agent with sufficient counterparts so that the Administrative Agent may furnish one to each of the Lenders.

9.8 Accounting. Any calculation required to be made pursuant to this Agreement is to be made on the basis of the Audited Financial Statements, together with any notes thereto. All accounting terms used herein are to be defined as in the Master Indenture and, if not specifically defined in the Master Indenture, are to be construed in accordance with generally accepted accounting principles consistently applied, except as otherwise stated herein. If any change in accounting principles from those used in the preparation of the Audited Financial Statements for the Fiscal Year ended June 30, 2006 results from the promulgation of rules, regulations, pronouncements and opinions by or required by the Financial Accounting Standards Board, American Institute of Certified Public Accountants or other authoritative bodies that determine generally accepted accounting principles (or successors thereto or agencies with similar functions) and such change results in a change in the accounting terms used in the Master Indenture, the accounting terms in the Master Indenture and, therefore, herein and will be modified to reflect such change in accounting principles so that the criteria for evaluating financial condition is the same as if such change had not been made. Any such modification is to be described in an officer's certificate of the Borrower delivered to the Administrative Agent which shall contain a certification to the effect that (i) such modifications are occasioned by a change in accounting principles, and (ii) such modification will not have a materially adverse effect on the Lenders.

9.9 Severability of Provisions. Any provision in any Loan Document that is held to be inoperative, unenforceable, or invalid in any jurisdiction will, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of all Loan Documents are declared to be severable.

9.10 Nonliability of Lenders. The relationship between the Borrower on the one hand and the Lenders, the LC Issuers and the Administrative Agent on the other hand is solely that of borrower and lender. Neither the Administrative Agent, any Joint Lead Arranger, any LC Issuer nor any Lender has any fiduciary responsibilities to the Borrower. Neither the Administrative Agent, any Joint Lead Arranger, any LC Issuer nor any Lender undertakes any responsibility to the Borrower to review or inform the Borrower of any matter in connection with any phase of the Borrower's business or operations. The Borrower agrees that neither the Administrative Agent, any Joint Lead Arranger, any LC Issuer nor any Lender has liability to the Borrower (whether sounding in tort, contract or otherwise) for losses suffered by the Borrower in connection with, arising out of, or in any way related to, the transactions contemplated and the relationship established by the Loan Documents, or any act, omission or event occurring in connection therewith, unless it is determined in a final non-appealable judgment by a court of competent jurisdiction that such losses resulted from the gross negligence or willful misconduct of the party from which recovery is sought. Neither the Administrative Agent, any Joint Lead Arranger, any LC Issuer nor any Lender will have any liability with respect to, and the Borrower hereby waives, releases and agrees not to sue for, any special, indirect, punitive or consequential damages suffered by the Borrower in connection with, arising out of, or in any way related to the Loan Documents or the transactions contemplated thereby.

9.11 Treatment of Certain Information; Confidentiality.

9.11.1 Confidentiality. Each of the Administrative Agent, the Lenders and the LC Issuers agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential); (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners); (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process; (d) to any other party hereto; (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder; (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights and obligations under this Agreement, or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder; (g) on a confidential basis to (i) any rating agency in connection with rating the Borrower or its Subsidiaries or the Facilities or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the credit facility established hereunder; (h) with the consent of the Borrower; or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section, or (y) becomes available to the

Administrative Agent, any Lender, any LC Issuer or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower. The Administrative Agent or any Lender may publish customary advertising material relating to the transactions contemplated hereby using the name, product photographs, logo or trademark of the Borrower with the Borrower's prior written consent. In addition, the Administrative Agent and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to the agents and the Lenders in connection with the administration of this Agreement, the other Loan Documents and the Commitments; provided, however, that (A) to the extent not reasonably necessary in connection with such disclosure, the Administrative Agent and the Lenders shall not disclose the identity of the Borrower or any member of the Obligated Group and (B) such disclosure shall be on a confidential basis.

9.11.2 Information. For purposes of this Section, "**Information**" means all information received from the Borrower or any of its Subsidiaries relating to the Borrower or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Lender or any LC Issuer on a nonconfidential basis prior to disclosure by the Borrower or any of its Subsidiaries; provided that, in the case of information received from the Borrower or any of its Subsidiaries after the Second Restatement Effective Date, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

9.12 Nonreliance. Each Lender hereby represents that it is not relying on or looking to any margin stock (as defined in Regulation U of the Board of Governors of the Federal Reserve System) for the repayment of the Credit Extensions provided for herein.

9.13 Disclosure. The Borrower and each Lender hereby (i) acknowledge and agree that BNY Mellon and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with the Borrower and its Affiliates, and (ii) waive any liability of or such Affiliate of BNY Mellon to the Borrower or any Lender, respectively, arising out of or resulting from such investments, loans or relationships as the same may relate to or be premised upon the existence of this Agreement and the transactions contemplated hereby, other than liabilities arising out of the gross negligence or willful misconduct of BNY Mellon or its Affiliates.

ARTICLE X

THE ADMINISTRATIVE AGENT

10.1 Appointment; Nature of Relationship. BNY Mellon is hereby appointed by each of the Lenders as its contractual representative and the Administrative Agent hereunder and under or in respect of each other Loan Document, and each of the Lenders irrevocably authorizes the Administrative Agent to act as the contractual representative of such Lender with the rights and duties expressly set forth herein and in the other Loan Documents. The Administrative Agent agrees to act as such contractual representative upon the express conditions contained in this Article X. Notwithstanding the use of the defined term "Administrative Agent," it is expressly

understood and agreed that the Administrative Agent has no fiduciary responsibilities to any Lender by reason of this Agreement or any other Loan Document and that the Administrative Agent is merely acting as the contractual representative of the Lenders with only those duties as are expressly set forth in this Agreement and the other Loan Documents. In its capacity as the Lenders' contractual representative, the Administrative Agent (i) does not hereby assume any fiduciary duties to any of the Lenders, (ii) is a "representative" of the Lenders within the meaning of Section 9-105 of the Uniform Commercial Code and (iii) is acting as an independent contractor, the rights and duties of which are limited to those expressly set forth in this Agreement and the other Loan Documents. Each of the Lenders hereby agrees to assert no claim against the Administrative Agent on any agency theory or any other theory of liability for breach of fiduciary duty, all of which claims each Lender hereby waives.

10.2 Powers. The Administrative Agent has and may exercise such powers under the Loan Documents as is specifically delegated to the Administrative Agent by the terms of each thereof, together with such powers as are reasonably incidental thereto. The Administrative Agent has no implied duties to the Lenders, or any obligation to the Lenders to take any action thereunder except any action specifically provided by the Loan Documents to be taken by the Administrative Agent.

10.3 General Immunity. Neither the Administrative Agent nor any of its directors, officers, agents or employees are to be liable to the Borrower, the Lenders or any Lender for any action taken or omitted to be taken by it or them hereunder or under any other Loan Document or in connection herewith or therewith except to the extent such action or inaction is determined in a final non-appealable judgment by a court of competent jurisdiction to have arisen from the gross negligence or willful misconduct of such Person.

10.4 No Responsibility for Loans, Recitals, etc. Neither the Administrative Agent nor any of its directors, officers, agents or employees will be responsible for or have any duty to ascertain, inquire into, or verify (a) any statement, warranty or representation made in connection with any Loan Document or any Credit Extension; (b) the performance or observance of any of the covenants or agreements of any obligor under any Loan Document, including, without limitation, any agreement by an obligor to furnish information directly to each Lender; (c) the satisfaction of any condition specified in Article IV, except receipt of items required to be delivered solely to the Administrative Agent; (d) the existence or possible existence of any Default or Unmatured Default; (e) the validity, enforceability, effectiveness, sufficiency or genuineness of any Loan Document or any other instrument or writing furnished in connection therewith; (f) the value, sufficiency, creation, perfection or priority of any Lien on any collateral security; or (g) the financial condition of the Borrower or any obligor in respect of any of the Obligations or of any of the Borrower's or any such other obligor's respective Subsidiaries. The Administrative Agent has no duty to disclose to the Lenders information that is not required to be furnished by the Borrower to the Administrative Agent at such time, but is voluntarily furnished by the Borrower to the Administrative Agent (either in its capacity as the Administrative Agent or in its individual capacity).

10.5 Action on Instructions of Lenders. The Administrative Agent is, in all cases, to be fully protected in acting, or in refraining from acting, hereunder and under any other Loan Document in accordance with written instructions signed by the Required Lenders (or such other number or percentage of the Lenders as may be required hereunder), and such instructions and any

action taken or failure to act pursuant thereto is binding on all of the Lenders. The Lenders hereby acknowledge that the Administrative Agent has no duty to take any discretionary action permitted to be taken by it pursuant to the provisions of this Agreement or any other Loan Document unless requested in writing by the Required Lenders (or such other number or percentage of the Lenders as may be required hereunder). The Administrative Agent will be fully justified in failing or refusing to take any action hereunder and under any other Loan Document unless it is first indemnified to its satisfaction by the Lenders pro rata against any and all liability, cost and expense that it may incur by reason of taking or continuing to take any such action (other than any such liability, cost or expense which results from the Administrative Agent's gross negligence or willful misconduct).

10.6 Employment of Agents and Counsel. The Administrative Agent may execute any of its duties as Administrative Agent hereunder and under any other Loan Document by or through employees, agents, and attorneys-in-fact and will not be answerable to the Lenders, except as to money or securities received by it or its authorized agents, for the default or misconduct of any such agents or attorneys-in-fact selected by it with reasonable care. The Administrative Agent is entitled to advice of counsel concerning the contractual arrangement between the Administrative Agent and the Lenders and all matters pertaining to the Administrative Agent's duties hereunder and under any other Loan Document.

10.7 Reliance on Documents; Counsel. The Administrative Agent is entitled to rely upon any Note, other instrument, notice, consent, certificate, affidavit, letter, telegram, statement, paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, and, in respect of legal matters, upon the opinion of counsel selected by the Administrative Agent, which counsel may be employees of the Administrative Agent.

10.8 Agent's Reimbursement and Indemnification. The Lenders agree to reimburse and indemnify the Administrative Agent ratably in proportion to their respective Commitments (or, if the Commitments have been terminated, in proportion to their Commitments immediately prior to such termination) (i) for any amounts not reimbursed by the Borrowers for which the Administrative Agent is entitled to reimbursement under the Loan Documents, (ii) for any other expenses incurred by the Administrative Agent on behalf of the Lenders, in connection with the preparation, execution, delivery, administration and enforcement of the Loan Documents (including, without limitation, for any expenses incurred by the Administrative Agent in connection with any dispute between the Administrative Agent and any Lender or between two or more of the Lenders) and (iii) for any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of the Loan Documents or any other document delivered in connection therewith or the transactions contemplated thereby (including, without limitation, for any such amounts incurred by or asserted against the Administrative Agent in connection with any dispute between the Administrative Agent and any Lender or between two or more of the Lenders), or the enforcement of any of the terms of the Loan Documents or of any such other documents, provided that (i) no Lender will be liable for any of the foregoing to the extent any of the foregoing is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Administrative Agent and (ii) any indemnification required pursuant to Section 3.4 is, notwithstanding the provisions of this Section 10.8, to be paid by the

relevant Lender in accordance with the provisions thereof. The obligations of the Lenders under this Section 10.8 will survive payment of the Obligations and termination of this Agreement.

10.9 Notice of Default. The Administrative Agent will not be deemed to have knowledge or notice of the occurrence of any Default or Unmatured Default hereunder unless the Administrative Agent has received written notice from a Lender or the Borrower referring to this Agreement describing such Default or Unmatured Default and stating that such notice is a “notice of default”. In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give prompt notice thereof to the Lenders.

10.10 Rights as a Lender. In the event the Person serving as an Agent is a Lender, the Person serving as an Agent will have the same rights and powers hereunder and under any other Loan Document with respect to its Commitment and its Loans as any Lender and may exercise the same as though it were not an Agent, and the term “Lender” or “Lenders,” at any time when a Person serving as an Agent is a Lender, unless the context otherwise indicates, includes a Person serving as an Agent in its individual capacity. Each Person serving as an Agent and each of their respective Affiliates may accept deposits from, lend money to, and generally engage in any kind of trust, debt, equity or other transaction, in addition to those contemplated by this Agreement or any other Loan Document, with the Borrower or any of its Subsidiaries in which the Borrower or such Subsidiary is not restricted hereby from engaging with any other Person.

10.11 Lender Credit Decision. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent, any Joint Lead Arranger or any other Lender and based on the financial statements prepared by the Borrower and such other documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and the other Loan Documents. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it deems appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Loan Documents.

10.12 Successor Administrative Agent.

10.12.1 Resignation. The Administrative Agent may at any time give notice of its resignation to the Lenders, the LC Issuers and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower, to appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 45 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the “*Resignation Effective Date*”), then the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders and the LC Issuers, appoint a successor Administrative Agent reasonably acceptable to the Borrower. If the Administrative Agent has not so appointed a successor Administrative Agent within one (1) Business Day after the Resignation Effective Date, the Borrower may appoint the successor Administrative Agent. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

10.12.2 Removal. If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may, to the extent

permitted by applicable law, by notice in writing to the Borrower and such Person remove such Person as Administrative Agent and, in consultation with the Borrower, appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 45 days (or such earlier day as shall be agreed by the Required Lenders) (the “**Removal Effective Date**”), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date. If the Required Lenders have not appointed a successor Administrative Agent that shall have accepted its appointment by the first Business Day after the Removal Effective Date, the Borrower may appoint the successor Administrative Agent.

10.12.3 Successor. With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (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 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 Lender and the LC Issuers directly, until such time as the Required Lenders or Borrower, as applicable, appoint a successor Administrative Agent. 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 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 Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring or removed Administrative Agent’s resignation or removal hereunder and under the other Loan Documents, the provisions of this Article and Section 9.6 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent.

10.13 Delegation to Affiliates. The Borrower and the Lenders agree that the Administrative Agent may delegate any of its duties under this Agreement to any of its Affiliates. Any such Affiliate (and such Affiliate’s directors, officers, agents and employees) which performs duties in connection with this Agreement is entitled to the same benefits of the indemnification, waiver and other protective provisions to which the Administrative Agent is entitled under Articles IX and X.No Other Duties, etc. Anything herein to the contrary notwithstanding, none of the Joint Lead Arrangers or Co-Syndication Agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or a LC Issuer hereunder.

10.15 Erroneous Payments.

10.15.1 Generally. If the Administrative Agent (x) notifies a Lender, LC Issuer, or any Person who has received funds on behalf of a Lender or LC Issuer (any such Lender, LC Issuer or other recipient (and each of their respective successors and assigns), a “**Payment Recipient**”) that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds (as set forth in such notice from the Administrative Agent) received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously or mistakenly transmitted to, or

otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, LC Issuer or other Payment Recipient on its behalf) (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an “*Erroneous Payment*”) and (y) demands in writing the return of such Erroneous Payment (or a portion thereof) (provided, that, without limiting any other rights or remedies (whether at law or in equity), the Administrative Agent may not make any such demand under this Section 10.15.1 with respect to an Erroneous Payment unless such demand is made within five (5) Business Days of the date of receipt of such Erroneous Payment by the applicable Payment Recipient), such Erroneous Payment shall at all times remain the property of the Administrative Agent pending its return or repayment as contemplated below in this Section 10.15 and held in trust for the benefit of the Administrative Agent, and such Lender or LC Issuer shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two (2) Business Days thereafter (or such later date as the Administrative Agent may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this Section 10.15.1 shall be conclusive, absent manifest error.

10.15.2 Notice. Without limiting Section 10.15.1, each Lender, LC Issuer or any Person who has received funds on behalf of a Lender or LC Issuer (and each of their respective successors and assigns), agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) 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 this Agreement or in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such Lender, LC Issuer or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), then in each such case:

- (i) it acknowledges and agrees that (A) in the case of immediately preceding clauses (x) or (y), an error and mistake shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error and mistake has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and
- (ii) such Lender or LC Issuer shall use commercially reasonable effort to (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one (1) Business Day of its knowledge of the occurrence of any of the circumstances described in immediately preceding clauses (x), (y) and (z)) notify the Administrative

Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 10.15.2.

For the avoidance of doubt, the failure to deliver a notice to the Administrative Agent pursuant to this Section 10.15.2 shall not have any effect on a Payment Recipient's obligations pursuant to Section 10.15.1 or on whether or not an Erroneous Payment has been made.

10.15.3 Netting. Each Lender or LC Issuer hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender or LC Issuer under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender or LC Issuer under any Loan Document with respect to any payment of principal, interest, fees or other amounts, against any amount that the Administrative Agent has demanded to be returned under Section 10.15.1.

10.15.4 Subrogation. The parties hereto agree that (x) irrespective of whether the Administrative Agent may be equitably subrogated, in the event that an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights and interests of such Payment Recipient (and, in the case of any Payment Recipient who has received funds on behalf of a Lender or LC Issuer, to the rights and interests of such Lender or LC Issuer, as the case may be) under the Loan Documents with respect to such amount (the "***Erroneous Payment Subrogation Rights***") and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower; provided that this Section 10.15 shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), the Obligations of the Borrower relative to the amount (and/or timing for payment) of the Obligations that would have been payable had such Erroneous Payment not been made by the Administrative Agent; provided, further, that for the avoidance of doubt, immediately preceding clauses (x) and (y) shall not apply to the extent any 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, or on behalf of (including through the exercise of remedies under any Loan Document), the Borrower for the purpose of a payment on the Obligations.

10.15.5 Waiver. To the extent permitted by Applicable Law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, 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 Erroneous Payment received, including, without limitation, any defense based on "discharge for value" or any similar doctrine.

Each party's obligations, agreements and waivers under this Section 10.15 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender or LC Issuer, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

ARTICLE XI

SETOFF; RATABLE PAYMENTS

11.1 Setoff. In addition to, and without limitation of, any rights of the Lenders under applicable law, if the Borrower becomes insolvent, however evidenced, or any Default occurs, any and all deposits (including all account balances, whether provisional or final and whether or not collected or available) and any other Indebtedness at any time held or owing by any Lender or any Affiliate of any Lender to or for the credit or account of the Borrower may be offset and applied toward the payment of the Obligations of the Borrower owing to such Lender, whether or not the Obligations, or any part thereof, is then due.

11.2 Ratable Payments. If any Lender, whether by setoff or otherwise, has payment made to it upon its Outstanding Credit Exposure (other than payments received pursuant to Section 3.1.1, 3.1.2, 3.2 or 3.4) in a greater proportion than that received by any other Lender, such Lender agrees, promptly upon demand, to purchase a portion of the Aggregate Outstanding Credit Exposure held by the other Lenders so that after such purchase each Lender will hold its Pro Rata Share. If any Lender, whether in connection with setoff or amounts which might be subject to setoff or otherwise, receives collateral or other protection for its Obligations or such amounts which may be subject to setoff, such Lender agrees, promptly upon demand, to take such action necessary such that all Lenders share in the benefits of such collateral ratably in proportion to their respective Pro Rata Shares of the Aggregate Outstanding Credit Exposure. In case any such payment is disturbed by legal process, or otherwise, appropriate further adjustments will be made.

ARTICLE XII

BENEFIT OF AGREEMENT; ASSIGNMENTS; PARTICIPATIONS

12.1 Successors and Assigns.

12.1.1 Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent, each LC Issuer and each Lender, and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of Section 12.1.2, (ii) by way of participation in accordance with the provisions of Section 12.1.4, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 12.1.6 (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in Section 12.1.4 and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

12.1.2 Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or

a portion of its Commitment and the Loans at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and/or the Loans at the time owing to it or contemporaneous assignments to related Approved Funds that equal at least the amount specified in Section 12.1.2(i)(B) in the aggregate; and

(B) in any case not described in Section 12.1.2(i)(A), the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than \$5,000,000, unless the Administrative Agent and, so long as no Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed).

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loan or the Commitment assigned.

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by Section 12.1.2(i)(B) and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (x) a Default has occurred and is continuing at the time of such assignment, or (y) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within five Business Days after having received written notice thereof;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required if such assignment is to a Person that is not a Lender with a Commitment, an Affiliate of such Lender or an Approved Fund with respect to such Lender; and

(C) the consent of each LC Issuer shall be required for any assignment.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$ [REDACTED]; provided that the Administrative

Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Details Form.

- (v) No Assignment to Certain Persons. No such assignment shall be made to (A) the Borrower or any of the Borrower's Affiliates or Subsidiaries or (B) to any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B).
- (vi) No Assignment to Natural Persons. No such assignment shall be made to a natural Person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person).
- (vii) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent, each LC Issuer and each other Lender hereunder (and interest accrued thereon), and (y) acquire (and fund as appropriate) its full pro rata share of all Loans and participations in Facility LCs in accordance with its Pro Rata Share. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to Section 12.1.3, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Article III and Section 9.6 with respect to facts and circumstances occurring prior to the effective date of such assignment; provided that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will

constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 12.1.4.

12.1.3 Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at one of its offices in New York, New York a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

12.1.4 Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural Person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person), the Borrower or any of the Borrower's Affiliates or Subsidiaries or to a Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute a Defaulting Lender or any of its Subsidiaries) (each, a "**Participant**") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (iii) the Borrower, the Administrative Agent, the Issuing Lender and Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 9.6(c) with respect to any payments made by such Lender to its Participant(s).

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or that requires the consent of all Lenders or affected Lenders that affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.1, 3.2 and 3.4 (subject to the requirements and limitations therein, including the requirements under Section 3.2.7 (it being understood that the documentation required under Section 3.2.7 shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 12.1.2; provided that such Participant (A) agrees to be subject to the provisions of Sections 2.17 and 2.21 as if it were an assignee under Section 12.1.2; and (B) shall not be entitled to receive any greater payment under Sections 3.1 or 3.2, with respect to any participation, than its participating Lender would have been entitled to receive. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the

Borrower to effectuate the provisions of Section 2.21 with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.1 as though it were a Lender; provided that such Participant agrees to be subject to Section 11.2 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

12.1.5 Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

ARTICLE XIII

NOTICES

13.1 Notices.

13.1.1 Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in Section 13.1.2 below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile as follows:

(i) if to Borrower, to it at [REDACTED]:

(ii) if to the Administrative Agent or BNY Mellon, as a LC Issuer, to it at [REDACTED]

- [REDACTED];
- (iii) if to Huntington, as a LC Issuer, to it at [REDACTED];
 - (iv) if to BofA, as a LC Issuer, to it at [REDACTED];
 - (v) if to KeyBank, as a LC Issuer, to it at [REDACTED]; and
 - (vi) if to any other Lender, to it at its address (or facsimile number) set forth in its Administrative Details Form.

Each such notice, request or other communication will be effective (i) if given by facsimile transmission, when transmitted to the facsimile number specified in this Section and confirmation of receipt is received, (ii) if given by mail, 72 hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, or (iii) if given by any other means, when delivered (or, in the case of electronic transmission, received) at the address specified in this Section; provided that notices to the Administrative Agent under Article II will not be effective until received.

13.1.2 Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

13.2 Change of Address, etc. Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto.

13.3 Platform.

- (i) The Borrower agrees that the Administrative Agent may, but shall not be obligated to, make the Communications (as defined below) available to the LC Issuers and the other Lenders by posting the Communications on Debtdomain or a substantially similar electronic transmission system (the “*Platform*”).
- (ii) The Platform is provided “as is” and “as available.” Neither the Administrative Agent nor any of its Related Parties warrant 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, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by the Administrative Agent or any of its Related Parties in connection with the Communications or the Platform. In no event shall the Administrative Agent or any of its Related Parties have any liability to the Borrower, any Lender or any other Person or entity for damages of any kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the Borrower’s or the Administrative Agent’s transmission of communications through the Platform. “Communications” means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of the Borrower pursuant to any Loan Document or the transactions contemplated therein which is distributed to the Administrative Agent, any Lender or any LC Issuer by means of electronic communications pursuant to this Section, including through the Platform.

ARTICLE XIV

COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement will be effective when it has been executed by the Borrower, the Administrative Agent, the LC Issuers and the Lenders and each such party has notified the Administrative Agent by electronic transmission, facsimile transmission or telephone that it has taken such action.

ARTICLE XV

CHOICE OF LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL, ETC.

15.1 CHOICE OF LAW. THE LOAN DOCUMENTS (OTHER THAN THOSE CONTAINING A CONTRARY EXPRESS CHOICE OF LAW PROVISION) AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THE LOAN DOCUMENTS (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

15.2 CONSENT TO JURISDICTION. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY LC ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS CREDIT AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

15.3 Waiver of Venue. The Borrower, the Administrative Agent, each LC Issuer and each Lender irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in Section 15.2. 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.

15.4 WAIVER OF JURY TRIAL. **THE BORROWER, THE ADMINISTRATIVE AGENT, THE LC ISSUER AND EACH LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR**

OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

15.5 USA Patriot Act Notice. Each Lender that is subject to the USA Patriot Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies The Borrower that pursuant to the requirements of the USA Patriot Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender or Administrative Agent, as applicable, to identify the Borrower in accordance with the USA Patriot Act.

15.6 No Fiduciary Relationship. The Borrower, on behalf of itself, the other members of the Obligated Group and their respective Subsidiaries, on the one hand, and the Agents, the Joint Lead Arrangers, the Lenders, the LC Issuers, and their respective Affiliates on the other hand, agree that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, the Borrower, the other members of the Obligated Group and their respective Subsidiaries and Affiliates, on the one hand, and the Agents, the Joint Lead Arrangers, the Lenders, the LC Issuers and their respective Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Agents, the Joint Lead Arrangers, the Lenders, the LC Issuers or their respective Affiliates and no such duty will be deemed to have arisen in connection with any such transactions or communications.

15.7 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.

15.8 Amendment and Restatement; No Novation.

(a) The Borrower, the Administrative Agent, the LC Issuers and the Lenders hereby agree that upon the effectiveness of this Agreement, the terms and provisions of the Existing Credit Agreement shall be and hereby are amended and restated in their entirety by the terms and conditions of this Agreement and the terms and provisions of the Existing Credit Agreement, except as otherwise provided in the next paragraph, shall be superseded by this Agreement.

(b) Notwithstanding the amendment and restatement of the Existing Credit Agreement by this Agreement, the Borrower shall continue to be liable to the Administrative Agent, the LC Issuers, the Lenders and the other Indemnitees with respect to agreements on the part of the Borrower under the Existing Credit Agreement with respect to payments under Articles II, III, IX and X for the period prior to the Second Restatement Effective Date and such rights shall continue to be governed by the provisions of the Existing Credit Agreement. This Agreement is given as a substitution of, and not as a payment of, the obligations of the Borrower under the Existing Credit Agreement and is not intended to constitute a novation of the Existing Credit Agreement. Upon the Second Restatement Effective Date all amounts outstanding and owing by the Borrower under the Existing Credit Agreement as of the Second Restatement Effective Date shall constitute obligations hereunder.

(c) This Agreement shall not extinguish the Obligations for the payment of money outstanding under the Existing Credit Agreement or discharge or release the Lien or priority of any Loan Document or any other security therefor or any guarantee thereof, and the Liens and security interests existing immediately prior to the Second Restatement Effective Date in favor of the Administrative Agent for the benefit of the Secured Parties securing payment of the Secured Obligations are in all respects continuing and in full force and effect with respect to all Secured Obligations. Nothing herein contained shall be construed as a novation of any of the Loan Documents or a substitution or novation of the Obligations outstanding under the Credit Agreement or instruments guaranteeing or securing the same, which instruments shall remain and continue in full force and effect. Nothing expressed or implied in this Agreement or any other document contemplated hereby shall be construed as a release or other discharge of the Borrower or any member of the Obligated Group under the Credit Agreement or any other Loan Document from any of its obligations and liabilities thereunder, and except as expressly provided, such obligations and liabilities are in all respects continuing with only the terms being modified as provided in this Agreement.

(d) Each of the parties hereto hereby agrees that the Administrative Agent may, on the Second Restatement Effective Date, take any and all actions as may be reasonably necessary to ensure that, after giving effect to the amendment and restatement of the Existing Credit Agreement by this Agreement, the outstanding Loans (if any) are held by the Lenders in accordance with their Pro Rata Shares. This may be accomplished at the discretion of the Administrative Agent (i) by requiring the outstanding Loans to be prepaid with the proceeds of new Loans, (ii) by requiring each New Lender and each Second Restatement Effective Date

Increasing Lender, if any, to purchase by assignment from the Existing Lenders (in which case the Existing Lenders shall assign to the New Lenders and the Second Restatement Effective Date Increasing Lender) such portion of the outstanding Loans, if any, owing to them as shall be designated by the Administrative Agent such that, after giving effect to all such purchases and assignments, the outstanding Loans owing to each Lender shall equal such Lender's Pro Rata Share of the aggregate amount of Loans owing to all Lenders or (iii) by any combination of the foregoing. Any prepayment described in this paragraph (c) shall be subject to Section 3.4, but shall otherwise be without premium or penalty. In addition, on the Second Restatement Effective Date, each New Lender and each Second Restatement Effective Date Increasing Lender, if any, shall be deemed to have purchased by assignment from the Existing Lenders (and the Existing Lenders shall be deemed to have assigned to the New Lenders and the Second Restatement Effective Date Increasing Lenders) a portion of the participations then held by the Existing Lenders in the outstanding LC Obligations, such that, after giving effect to all such deemed purchases and assignments, each Lender's LC Obligations shall equal such Lender's Pro Rata Share of the aggregate LC Obligations at such time. The Borrower, each LC Issuer and each Existing Lender hereby (A) consents to the assignments to each Lender on the Second Restatement Effective Date contemplated by this Section and (B) waives the requirement under the Existing Credit Agreement for the execution and delivery of an Assignment and Acceptance (as defined under the Existing Credit Agreement) in respect of such assignments. Each New Lender and Second Restatement Effective Date Increasing Lender consents to the assignments to such Lender on the Second Restatement Effective Date contemplated by this Section.

(e) By execution of this Agreement all parties hereto agree that each of the other Loan Documents is hereby amended such that all references to the Existing Credit Agreement and the obligations of the Borrowers thereunder shall be deemed to refer to this Agreement and the continuation of the Borrowers' obligations hereunder.

(f) As of the Second Restatement Effective Date, each Departing Lender shall cease to be a Lender under this Agreement and shall be released from its obligations under this Agreement.

15.9 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, the Co-Syndication Agents, the Joint Lead Arrangers and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Affiliated Entity, that at least one of the following is and will be true:

- (i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments,
- (ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE

90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

- (iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or
- (iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of the Administrative Agent, the Co-Syndication Agents, the Joint Lead Arrangers and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Affiliated Entity, that none of the Administrative Agent, the Co-Syndication Agents, the Co-Lead Arrangers and their respective Affiliates is a fiduciary with respect to the assets of such Lender involved in the Loans, the Letters of Credit, 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 to hereto or thereto).

15.10 Cashless Settlement. Notwithstanding anything to the contrary contained in this Agreement, any Lender may exchange, continue or rollover all or a portion of its Loans in connection with any refinancing, extension, loan modification or similar transaction permitted by the terms of this Agreement, pursuant to a cashless settlement mechanism approved by the Borrower, the Administrative Agent and such Lender.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Borrower, the Lenders, the LC Issuers and the Administrative Agent have executed this Second Amended and Restated Agreement as of the date first above written.

UPMC

By: _____
Name: _____
Title: _____

THE BANK OF NEW YORK MELLON, as the
Administrative Agent, a Lender, and a LC
Issuer

By: _____
Name: _____
Title: _____

KEYBANK, NATIONAL ASSOCIATION, as a
Lender and a LC Issuer

By: _____
Name: _____
Title: _____

ROYAL BANK OF CANADA, as a Lender

By: _____

Name: _____

Title: _____

THE HUNTINGTON NATIONAL BANK, as a
Lender and a LC Issuer

By: _____
Name: _____
Title: _____

BANK OF AMERICA, N.A., as a Lender and a
LC Issuer

By: _____
Name: _____
Title: _____

**HSBC BANK USA, NATIONAL
ASSOCIATION, as a Lender**

By: _____
Name: _____
Title: _____

BARCLAYS BANK PLC, as a Lender

By: _____

Name: _____

Title: _____

**SCHEDULE 1
PRICING GRID**

Advances under the Credit Facility shall carry an Applicable Margin, Facility LCs shall carry an Applicable Facility LC Fee and Available Aggregate Commitments shall carry an Applicable Commitment Fee, all as the case may be, based the Borrower’s Debt Rating from S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, a subsidiary of S&P Global Inc. (“**S&P**”), or Moody’s Investors Service, Inc. (“**Moody’s**”), as outlined below:

Pricing Grid

Level	Rating⁽¹⁾	Revolving Credit Base Rate Spread	Revolving Credit SOFR Rate Spread	Applicable LC Fee Rate	Commitment Fee Spread
I	██████	0.000%	0.600%	██████	██████
II	██████	0.000%	0.700%	██████	██████
III	██████	0.000%	0.800%	██████	██████
IV	██████	0.000%	0.900%	██████	██████
V	██████	0.000%	1.100%	██████	██████

For purposes of determining the Applicable Commitment Fee, the Applicable LC Fee Rate and the Applicable Margin:

- (a) If a difference exists in the Debt Ratings of Moody’s and S&P, and the difference is only one level, the highest of such Debt Ratings will determine the relevant pricing;
- (b) If a difference exists in the Debt Ratings of Moody’s and S&P, and the difference is two or more levels, the level which corresponds to the Debt Rating which is one level immediately below the higher of such Debt Ratings will determine the relevant pricing;
- (c) If only one rating agency provides a Debt Rating, such Debt Rating will determine the relevant pricing level; and
- (d) The initial pricing will be based on Level IV and thereafter any change in the Applicable Margin, the Applicable Facility Fee Rate or the Applicable Letter of Credit Fee Rate shall become effective as of the date on which any public announcement is made by S&P or Moody’s of the change in the Debt Rating requiring such an increase or a decrease.

REMAINING SCHEDULES AND EXHIBITS REDACTED