UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K	

CURRENT REPORT

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

Date of Report: November 26, 2019

Booz Allen Hamilton Holding Corporation (Exact name of Registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	001-34972 (Commission File Number)	26-2634160 (IRS Employer Identification No.)
8283 Greensboro Drive, McLean, Vi (Address of principal executive off	e	22102 (Zip Code)
Registrant's	s telephone number, including area code: (703) 902-5000
Check the appropriate box below if the Form 8-K filing provisions:	is intended to simultaneously satisfy the filir	ng obligation of the Registrant under any of the following
☐ Written communications pursuant to Rule 425 unde	er the Securities Act (17 CFR 230.425)	
☐ Soliciting material pursuant to Rule 14a-12 under the	he Exchange Act (17 CFR 240.14a-12)	
☐ Pre-commencement communications pursuant to R	ule 14d-2(b) under the Exchange Act (17 CF	R 240.14d-2(b))
☐ Pre-commencement communications pursuant to R	ule 13e-4(c) under the Exchange Act (17 CF)	R 240.13e-4(c))
Title of Each Class Class A Common Stock	Trading Symbol BAH	Name of Each Exchange on Which Registered New York Stock Exchange
Indicate by check mark whether the registrant is an eme or Rule 12b-2 of the Securities Exchange Act of 1934 (§ Emerging growth company □		5 of the Securities Act of 1933 (§230.405 of this chapter)
If an emerging growth company, indicate by check marl revised financial accounting standards provided pursuar		xtended transition period for complying with any new or

Item 1.01 Entry into a Material Definitive Agreement.

On November 26, 2019, Booz Allen Hamilton Holding Corporation's wholly-owned subsidiaries Booz Allen Hamilton Inc. (the "Company") and Booz Allen Hamilton Investor Corporation ("Investor"), and certain wholly-owned subsidiaries of the Company (the "Subsidiaries" and, together with Investor, the "Guarantors"), entered into the Seventh Amendment (the "Amendment") to the Credit Agreement, dated as of July 31, 2012 (as previously amended by the First Amendment to the Credit Agreement, dated as of May 7, 2014, the Third Amendment to the Credit Agreement, dated as of July 13, 2016, the Fourth Amendment to the Credit Agreement, dated as of February 6, 2017, the Fifth Amendment to the Credit Agreement, dated as of March 7, 2018 and the Sixth Amendment to the Credit Agreement, dated as of July 23, 2018, the "Existing Credit Agreement" and, as amended, the "Credit Agreement"), among the Company, the Guarantors, Bank of America, N.A., as Administrative Agent, Collateral Agent, Exchanging Lender and New Refinancing Tranche B Term Lender, and the other lenders and financial institutions from time to time party thereto, to reduce the interest rate applicable to and extend the maturity of the tranche B term loans under the Credit Agreement. The interest rate and maturity applicable to the tranche A term loans is unchanged.

Prior to the Amendment, approximately \$389 million of tranche B term loans (the "Existing Tranche B Term Loans") were outstanding under the Existing Credit Agreement. Pursuant to the Amendment, certain lenders under the Existing Credit Agreement converted their Existing Tranche B Term Loans into a new tranche of tranche B term loans (the "New Refinancing Tranche B Term Loans") in an aggregate amount, along with New Refinancing Tranche B Term Loans advanced by certain new lenders, of approximately \$389 million. The proceeds of the New Refinancing Tranche B Term Loans advanced by the new lenders were used to prepay in full all of the Existing Tranche B Term Loans that were not converted into New Refinancing Tranche B Term Loans.

Under the Amendment, the rate at which New Refinancing Tranche B Term Loans bear interest is equal to (i) the higher of (x) the rate for deposits in U.S. dollars in the London interbank market (adjusted for maximum reserves) for the applicable interest period ("LIBOR rate") and (y) 0.00%, plus, in each case, 1.75%, or (ii) the alternate base rate, which is the higher of (w) the corporate base rate established by the administrative agent from time to time, (x) 0.50% in excess of the overnight federal funds rate, (y) the three-month LIBOR rate (adjusted for maximum reserves) plus 1.00%, plus, in each case, 0.75%; provided, that if such rate shall be less than zero, such rate shall be deemed to be zero. The New Refinancing Tranche B Term Loans will be secured by the same collateral and guaranteed by the same guarantors as the existing term loans under the Credit Agreement. The New Refinancing Tranche B Term Loans will mature on November 26, 2026. Voluntary prepayments of the New Refinancing Tranche B Term Loans are permitted at any time, in minimum principal amounts, without premium or penalty, subject to a 1.00% premium payable in connection with certain repricing transactions within the first six months after the Amendment. The other terms of the New Refinancing Tranche B Term Loans are also generally the same as the terms of the Existing Tranche B Term Loans under the Existing Credit Agreement.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

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

The disclosure set forth above under Item 1.01 with respect to the New Refinancing Tranche B Term Loans is incorporated by reference into this Item 2.03.

Item 9.01	Financial Statements and Exhibits.
Item 6.	Exhibits
Exhibit Number	Description Seventh Amendment to the Credit Agreement, deted as of Nevember 26, 2010, among Peer, Allen Hemilton Inc., as Perrayan Peer, Allen
10.1	Seventh Amendment to the Credit Agreement, dated as of November 26, 2019, among Booz Allen Hamilton Inc., as Borrower, Booz Allen Hamilton Investor Corporation, Booz Allen Hamilton Engineering Holding Co., LLC, Booz Allen Hamilton Engineering Services, LLC, SDI Technology Corporation, eGov Holdings, Inc. and Aquilent, Inc., as Guarantors, Bank of America, N.A., as Administrative Agent, Collateral Agent, Exchanging Lender and New Refinancing Tranche B Term Lender and the other Lenders and financial institutions from time to time party thereto.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

Booz Allen Hamilton Holding Corporation

BY: /s/ Lloyd W. Howell, Jr.

Lloyd W. Howell, Jr.

Executive Vice President, Chief Financial Officer and Treasurer

Date: November 26, 2019

Execution Version

SEVENTH AMENDMENT

SEVENTH AMENDMENT TO CREDIT AGREEMENT, dated as of November 26, 2019 (this "Amendment"), among BOOZ ALLEN HAMILTON INC., a Delaware corporation (the "Borrower"), the Guarantors (as defined therein), the Administrative Agent (as defined below), the Collateral Agent (as defined below), and the Lenders party hereto. Unless otherwise indicated, all capitalized terms used herein and not otherwise defined shall have the respective meanings provided such terms in the Credit Agreement.

<u>WITNESSETH</u>:

WHEREAS, the Borrower, the Lenders from time to time party thereto and BANK OF AMERICA, N.A., as Administrative Agent (in such capacity, the "Administrative Agent"), Collateral Agent (in such capacity, the "Collateral Agent") and Issuing Lender, are parties to a Credit Agreement, dated as of July 31, 2012 (as amended by the First Amendment to Credit Agreement, dated as of August 16, 2013, the Second Amendment to Credit Agreement, dated as of July 13, 2016, the Fourth Amendment to Credit Agreement, dated as of February 6, 2017, the Fifth Amendment to Credit Agreement, dated as of March 7, 2018, the Sixth Amendment to Credit Agreement, dated as of July 23, 2018, and as otherwise heretofore amended, the "Credit Agreement");

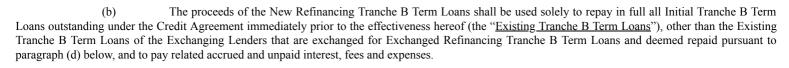
WHEREAS, the Borrower has requested that (a) the Persons set forth on Schedule I hereto (the "New Refinancing Tranche B Term Lenders") make term loans (the "New Refinancing Tranche B Term Loans") in an aggregate principal amount of \$44,184,917.88 to the Borrower on the Seventh Amendment Effective Date (as defined below) and (b) the Exchanging Lenders (as defined below) exchange their Existing Tranche B Term Loans (as defined below) for term loans of like aggregate principal amount (the "Exchanged Refinancing Tranche B Term Loans" and, together with the New Refinancing Tranche B Term Loans, the "Refinancing Tranche B Term Loans"), in each case subject to the terms and conditions set forth herein; and

WHEREAS, pursuant to Section 10.1(c) of the Credit Agreement, the Borrower, the Administrative Agent and the Refinancing Tranche B Term Lenders (as defined below) agree to amend the Credit Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION ONE - REFINANCING TRANCHE B TERM LOANS.

(a) Subject to the terms and conditions set forth herein and in the Credit Agreement, each New Refinancing Tranche B Term Lender severally agrees to make New Refinancing Tranche B Term Loans in Dollars to the Borrower on the Seventh Amendment Effective Date in an aggregate principal amount not to exceed the amount set forth opposite such New Refinancing Tranche B Term Lender's name on Schedule I hereto. Amounts borrowed under this Section 1(a) and repaid or prepaid may not be reborrowed.



- (c) Unless previously terminated, the commitments of the New Refinancing Tranche B Term Lenders pursuant to Section 1(a) shall terminate upon the making of the New Refinancing Tranche B Term Loans on the Seventh Amendment Effective Date.
- Each lender holding Existing Tranche B Term Loans that executes and delivers a signature page to this Amendment and indicates thereon its election of the "Cashless Settlement Option" (each such Lender, an "Exchanging Lender" and, together with the New Refinancing Tranche B Term Lenders, the "Refinancing Tranche B Term Lenders"; each Tranche B Term Lender that does not so elect, a "Non-Exchanging Lender") severally agrees, on the Seventh Amendment Effective Date and subject to the terms and conditions set forth herein and in the Credit Agreement, to exchange all (or such lesser amount as the Administrative Agent may allocate to such Lender (any such Existing Tranche B Term Loans of such Lender not allocated for exchange pursuant hereto, its "Non-Allocated Existing Tranche B Term Loans")) of its Existing Tranche B Term Loans (the aggregate principal amount of Existing Tranche B Term Loans of such Lender so exchanged, its "Exchanged Amount") for Exchanged Refinancing Tranche B Term Loans (which Existing Tranche B Term Loans so exchanged shall thereafter be deemed repaid and canceled and no longer be outstanding) in an aggregate principal amount equal to its Exchanged Amount. All accrued and unpaid interest on, and all other amounts owing in respect of, the Existing Tranche B Term Loans of each Exchanging Lender that are exchanged pursuant to this paragraph (d) (less the Exchanged Amount) shall be repaid in full in cash on the Seventh Amendment Effective Date.
- (e) The Existing Tranche B Term Loans of each Non-Exchanging Lender and the Non-Allocated Existing Tranche B Term Loans of each Exchanging Lender shall be repaid in full in cash on the Seventh Amendment Effective Date, together with all accrued and unpaid interest on, and all other amounts owing in respect of, such Existing Tranche B Term Loans.
- (f) Unless the context shall otherwise require, the New Refinancing Tranche B Term Lenders and the Exchanging Lenders shall constitute "Tranche B Term Lenders", "Term Lenders" and "Lenders" and the New Refinancing Tranche B Term Loans and Exchanged Refinancing Tranche B Term Loans shall constitute "Initial Tranche B Term Loans", "Tranche B Term Loans", "Term Loans" and "Loans", in each case for all purposes of the Credit Agreement (as amended hereby) and the other Loan Documents. For the avoidance of doubt, the New Refinancing Tranche B Term Loans and the Exchanged Refinancing Tranche B Term Loans shall constitute a single Tranche under the Credit Agreement.

<u>SECTION TWO - CREDIT AGREEMENT AMENDMENTS.</u> Subject to the satisfaction of the conditions set forth in Section Three hereof:

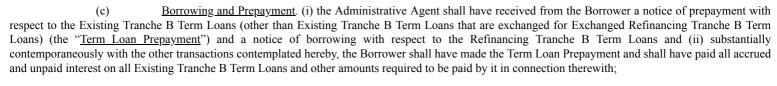
- (a) The following defined term shall be added to Section 1.1 of the Credit Agreement in the appropriate alphabetical order:
- "Seventh Amendment Effective Date": November 26, 2019.
- (b) The definition of "Applicable Margin" or "Applicable Commitment Fee Rate" set forth in Section 1.1 of the Credit Agreement is hereby amended by replacing the percentages "1.00%" and "2.00%" in clause (ii) thereof with "0.75%" and "1.75%", respectively.
- (c) The definition of "Tranche B Term Maturity Date" set forth in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirely to read as follows:

"Tranche B Term Maturity Date": November 26, 2026.

- (d) Section 2.3(b) of the Credit Agreement is hereby amended by (i) replacing "the last Business Day of June, 2018" with "the last Business Day of March, 2020" and (ii) replacing "Fifth Amendment Effective Date" with "Seventh Amendment Effective Date" in all three places where it appears.
- (e) Section 2.11(b) of the Credit Agreement is hereby amended by replacing "Fifth Amendment Effective Date" with "Seventh Amendment Effective Date" in both places where it appears.

<u>SECTION THREE – CONDITIONS TO EFFECTIVENESS</u>: This Amendment, the agreements of the New Refinancing Tranche B Term Lenders and the Exchanging Lenders under Section One hereof and the amendments set forth in Section Two shall become effective on the date (the "<u>Seventh Amendment Effective Date</u>") when each of the following conditions shall have been satisfied:

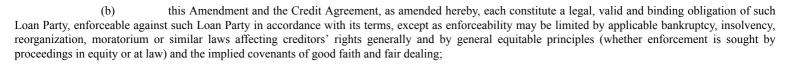
- (a) <u>Amendment</u>. the Loan Parties and each Refinancing Tranche B Term Lender shall have signed a counterpart hereof (whether the same or different counterparts) and shall have delivered (including by way of facsimile or other electronic transmission) the same to the Administrative Agent (or its counsel);
- (b) No Default; Representations and Warranties. (i) no Default or Event of Default shall exist on the Seventh Amendment Effective Date immediately after giving effect to this Amendment and the borrowing of the Refinancing Tranche B Term Loans and (ii) all of the representations and warranties of the Loan Parties contained in the Loan Documents shall be true and correct in all material respects on the Seventh Amendment Effective Date as if made on and as of such date (unless such representation or warranty relates to a specific date, in which case such representation or warranty shall have been true and correct in all material respects as of such specific date);



- (d) Fees. the Borrower shall have paid, or caused to be paid (including, at the Borrower's option, by means of offsetting against the proceeds of the Loans made on the Seventh Amendment Effective Date) to the Administrative Agent all fees and other amounts due and payable under or in connection with this Amendment, including, without limitation, the fees payable pursuant to Section Nine hereof and all fees and other amounts agreed to between the Borrower and the lead arranger of this Amendment, and, to the extent invoiced in reasonable detail at least three Business Days prior to the Seventh Amendment Effective Date, all reasonable and documented out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder or under any other Loan Document;
- (e) <u>Legal Opinions; Certificates</u>. the Administrative Agent shall have received legal opinions and closing certificates (consistent with those delivered on the Closing Date pursuant to clauses (f) and (g) of Section 5.1 of the Credit Agreement, taking into account any changes to such counsel's form of opinion on account of developments in opinion practice), together with appropriate insertions and attachments (including true and complete copies of resolutions of the board of directors or a duly authorized committee thereof for each of the Loan Parties approving and authorizing the execution, delivery and performance of this Amendment, and the performance of the Credit Agreement as amended hereby and a good standing certificate (or the equivalent thereof) for the Borrower and the other Loan Parties from their respective jurisdictions of formation); and
- (f) <u>USA PATRIOT Act</u>. the Lenders shall have received from the Borrower and each of the Loan Parties documentation and other information reasonably requested by any Lender no less than five Business Days prior to the Seventh Amendment Effective Date that is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act.

<u>SECTION FOUR – REPRESENTATIONS AND WARRANTIES; NO DEFAULTS</u>. In order to induce the Lenders to enter into this Amendment, each of the Loan Parties represents and warrants, on the Seventh Amendment Effective Date, to each of the Lenders and the Administrative Agent that:

(a) the execution, delivery and performance by such Loan Party of this Amendment is within such Loan Party's corporate or other powers, has been authorized by all necessary corporate or other organizational action, except (other than with respect to the Borrower), to the extent such failure to do so would not reasonably be expected to have a Material Adverse Effect, and has been duly executed and delivered on behalf of the Loan Parties party hereto;



- (c) all of the representations and warranties contained in the Credit Agreement, as amended hereby, and in the other Loan Documents are true and correct in all material respects on the Seventh Amendment Effective Date as if made on and as of such date (unless such representation or warranty relates to a specific date, in which case such representation or warranty were true and correct in all material respects as of such specific date); and
- (d) no Default or Event of Default exists as of the Seventh Amendment Effective Date after giving effect to this Amendment and the borrowing of the Refinancing Tranche B Term Loans.

The Administrative Agent shall give prompt notice in writing to the Borrower of the occurrence of the Seventh Amendment Effective Date. It is understood that such writing may be delivered or furnished by electronic communication.

SECTION FIVE – SECURITY. The Loan Parties acknowledge that (a) the Refinancing Tranche B Term Loans constitute Borrower Obligations (as defined in the Guarantee and Collateral Agreement) and (b) notwithstanding the effectiveness of this Amendment, (i) the Guarantee and Collateral Agreement shall continue to be in full force and effect, (ii) the Guarantor Obligations (as defined in the Guarantee and Collateral Agreement) of each Guarantor are not impaired or affected and (iii) all guarantees made by the Loan Parties pursuant to the Guarantee and Collateral Agreement and all Liens granted by the Loan Parties as security for the Borrower Obligations (including the Refinancing Tranche B Term Loans) and the Guarantor Obligations pursuant to the Guarantee and Collateral Agreement continue in full force and effect; and, further, confirm and ratify their respective obligations under each of the Loan Documents executed by the Loan Parties, as amended hereby.

<u>SECTION SIX – SEVERABILITY</u>. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION SEVEN – CONTINUING EFFECT; NO OTHER WAIVERS OR AMENDMENTS. Except as expressly set forth herein, this Amendment shall not (a) constitute a substitution or novation, or a payment and reborrowing, or a termination, of the Obligations outstanding under the Credit Agreement (other than with respect to the Existing Tranche B Term Loans) or instruments guaranteeing or securing the same, which shall remain in full force and effect, except as modified hereby or (b) by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Lenders, the Administrative Agent or the Loan Parties under the Credit Agreement, as amended hereby, the Guarantee and Collateral Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement, as amended hereby, the Guarantee and Collateral Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Loan Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement, as amended hereby, the Guarantee and Collateral Agreement or any other Loan Document in similar or different circumstances. After the Seventh Amendment Effective Date, any reference in any Loan Document to the Credit Agreement shall mean the Credit Agreement, as amended hereby. This Amendment shall constitute a Loan Document for all purposes of the Credit Agreement, as amended hereby, and the other Loan Documents.

<u>SECTION EIGHT - COUNTERPARTS</u>. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Amendment by facsimile or electronic (i.e. "pdf") transmission shall be effective as delivery of a manually executed counterpart hereof.

<u>SECTION NINE – PAYMENT OF FEES AND EXPENSES</u>. The Borrower agrees to pay or reimburse the Administrative Agent for all of its reasonable and documented out-of-pocket costs and expenses incurred in connection with this Amendment including, without limitation, the reasonable fees and disbursements and other charges of Cravath, Swaine & Moore LLP, counsel to the Administrative Agent.

SECTION TEN – GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE SAME ARE NOT MANDATORILY APPLICABLE BY STATUTE AND THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY. The provisions of Sections 10.12 and 10.17 of the Credit Agreement are hereby incorporated by reference herein, *mutatis mutandis*.

<u>SECTION ELEVEN – TAX MATTERS</u>. For purposes of determining withholding Taxes imposed under FATCA, from and after the Seventh Amendment Effective Date, the Borrower and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) the Loans as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date first above written.

BOOZ ALLEN HAMILTON INC.

By: /s/ Lloyd W. Howell, Jr.

Name: Lloyd W. Howell, Jr.

Title: Executive Vice President, Chief Financial Officer and Treasurer

BOOZ ALLEN HAMILTON INVESTOR CORPORATION

By: /s/ Lloyd W. Howell, Jr.

Name: Lloyd W. Howell, Jr.

Title: Executive Vice President, Chief Financial Officer and Treasurer

BOOZ ALLEN HAMILTON ENGINEERING HOLDING CO., LLC

By: /s/ Laura S. Adams

Name: Laura S. Adams Title: Treasurer

BOOZ ALLEN HAMILTON ENGINEERING SERVICES, LLC

By: /s/ Laura S. Adams

Name: Laura S. Adams Title: Treasurer

SDI TECHNOLOGY CORPORATION

By: /s/ Laura S. Adams

Name: Laura S. Adams Title: Treasurer

[Signature Page to Seventh Amendment to Credit Agreement]

EGOV HOLDINGS, INC.

By: /s/ Laura S. Adams

Name: Laura S. Adams

Title: Treasurer

AQUILENT, INC.

By: /s/ Laura S. Adams

Name: Laura S. Adams

Title: Treasurer

[Signature Page to Seventh Amendment to Credit Agreement]

By: /s/ Kyle D.Harding

Name: Kyle D. Harding Title: Assistant Vice President

BANK OF AMERICA, N.A., as Exchanging Lender and New Refinancing Tranche B Term Lender

By: /s/ Jeanette Lu

Name: Jeanette Lu Title: Director

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

55 Loan Strategy Fund Series 2 A Series Trust Of Multi Manager Global Investment Trust as a Lender

By: BlackRock Financial Management Inc., Its Investment Manager

By: /s/ Ron Jacobi Name: Rob Jacobi Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

55 Loan Strategy Fund Series 3 A Series Trust Of Multi Manager Global Investment Trust as a Lender

By: BlackRock Financial Management Inc., Its Investment Manager

By: /s/ Ron Jacobi
Name: Rob Jacobi
Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

55 Loan Strategy Fund Series 4 A Series Trust Of Multi Manager Global Investment Trust as a Lender

By: BlackRock Financial Management Inc., Its Investment Manager

By: /s/ Ron Jacobi
Name: Rob Jacobi
Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

ABR Reinsurance LTD.

as a Lender

By: BlackRock Financial Management Inc., Its Investment Manager

By: /s/ Ron Jacobi
Name: Rob Jacobi
Title: Authorized Signet

Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

ACE Property & Casualty Insurance Company

as a Lender

By: BlackRock Financial Management Inc., Its Investment Manager

By: /s/ Ron Jacobi Name: Rob Jacobi

Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Name of Institution:

AIB Debt Management Limited

By: /s/ Ellen Kenneally
Name: Ellen Kenneally
Title: Vice President

Investment Advisor to AIB Debt Management, Limited

By: /s/ Pamela McQuade Name: Pamela McQuade Title: Assistant Vice President

Investment Manager to AIB Debt Management, Limited

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

AJ BB Loan Fund 2018

as a Lender

By: Apollo Capital Management, L.P, its investment manager By: Apollo Capital Management GP, LLC, its general partner

By: /s/ Lacary Sharpe Name: Lacary Sharpe Title: Vice President

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

ALJ Global Loan Fund 2016 A SERIES TRUST OF MULTI MANAGER GLOBAL INVESTMENT TRUST as a Lender

By: /s/ Robert Davis
Name: Robert Davis
Title: Sr. Vice President

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

AMADABLUM US Leveraged Loan Fund a Series Trust of Global Multi Portfolio Investment Trust as a Lender

By: Invesco Senior Secured Management, Inc. as Investment Manager

By: /s/ Kevin Egan Name: Kevin Egan

Title: Authorized Individual

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

AMMC CLO 15, LIMITED

as a Lender

By: American Money Management Corp., as Collateral Manager

By: /s/ David P. Meyer

Name: David P. Meyer Title: Senior Vice President

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

AMMC CLO 16, LIMITED as a Lender By: American Money Management Corp., as Collateral Manager

By: /s/ David P. Meyer
Name: David P. Meyer
Title: Senior Vice President

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

AMMC CLO 18, LIMITED

as a Lender

By: American Money Management Corp.,

as Collateral Manager

By: /s/ David Meyer

Name: David Meyer Title: Senior Vice President

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

AMMC CLO 19, LIMITED

as a Lender

By: American Money Management Corp.,

as Collateral Manager

By: /s/ David Meyer

Name: David Meyer Title: Senior Vice President

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

AMMC CLO 20, LIMITED

as a Lender

By: American Money Management Corp.,

as Collateral Manager

By: /s/ David Meyer

Name: David Meyer Title: Senior Vice President

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

AMMC CLO XIV, LIMITED as a Lender

By: /s/ David P. Meyer Name: David P. Meyer Title: Senior Vice President

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

Ares Loan Trust 2011 as a Lender

By: ARES MANAGEMENT LLC, ITS INVESTMENT MANAGER

By: /s/ Charles Williams
Name: Charles Williams
Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

Name of Institution:

AZB Funding

By: /s/ Shuji Tsubota
Name: Shuji Tsubota
Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

Name of Institution:

BANK OF AMERICA, N.A.

By: /s/ Jeannette Lu
Name: Jeannette Lu
Title: Director

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

Name of Institution:

The Bank of East Asia, Limited, Los Angeles Branch

By: /s/ Chong C. Tan

Name: Chong C. Tan
Title: SVP & Head of RMU

By: /s/ Simon Keung

Name: Simon Keung Title: General Manager

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

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II. Signature:

Name of Institution:

BEAN CREEK CLO, LTD.

By: /s/ Bryan S. Higgins
Name: Bryan S. Higgins

Title: MANAGER

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

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II. Signature:

Name of Institution:

CLEAR CREEK CLO, LTD.

By: /s/ Bryan S. Higgins
Name: Bryan S. Higgins
Title: MANAGER

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

Name of Institution:

DEER CREEK CLO, LTD.

By: /s/ Bryan S. Higgins
Name: Bryan S. Higgins
Title: MANAGER

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

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II. Signature:

Name of Institution:

SILVER CREEK CLO, LTD.

By: /s/ Bryan S. Higgins
Name:Bryan S. Higgins
Title: MANAGER

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

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II. Signature:

BR US Leveraged Loan Fund a Series Trust of MYL Global Investment

Trust as a Lender

By: BlackRock Financial Management Inc., its Investment Manager

By: /s/ Rob Jacobi
Name: Rob Jacobi

Title: Authorized Individual

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

Canyon Capital CLO 2014-1, Ltd.

as a Lender

By: Canyon Capital Advisors LLC, its Collateral Manager

By: /s/ Jonathan M. Kaplan
Name: Jonathan M. Kaplan
Title: Authorized Individual

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

Name of Institution:

CATHAY BANK,

By: /s/ Dean Kawai
Name: Dean Kawai

Title: Senior Vice President

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

CHUBB European Group SE

as a Lender

By: BlackRock Financial Management, Inc., its Sub Advisor

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Individual

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Citizens First Bank as a Lender

By: /s/ Josh Biller
Name: Josh Biller

Title: Senior Vice President

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

Name of Institution:

Credit Industriel et Commercial, New York Branch

By: /s/ Clifford Abramsky

Name: Clifford Abramsky
Title: Managing Director

By: /s/ Garry Weiss

Name: Garry Weiss Title: Managing Director

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

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II. Signature:

CVC CP USD Loan Trust 2019

as a Lender

By: CVC Credit Partners, LLC

By: /s/ Gretchen Bergstresser
Name: Gretchen Bergstresser
Title: Senior Portfolio Manager

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

Delaware Life Insurance Company as a Lender

By: /s/ Rob Jacobi
Name: Rob Jacobi

Title: Authorized Signatory

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

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II. Signature:

East West Bank as a Lender

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

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

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II. Signature:

Employers Assurance Company as a Lender

By: BlackRock Financial Management, Inc. Its Investment Advisor

By: /s/ Rob Jacobi
Name: Rob Jacobi

Title: Authorized Signatory

⊠ CASHLESS SETTLEMENT OPTION:

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II. Signature:

Employers Compensation Insurance Company as a Lender By: BlackRock Financial Management, Inc. Its Investment Advisor

By: /s/ Rob Jacobi
Name: Rob Jacobi

Title: Authorized Signatory

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Employers Holdings Inc as a Lender By: BlackRock Financial Management, Inc. Its Investment Advisor

By: /s/ Rob Jacobi
Name: Rob Jacobi

Title: Authorized Signatory

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Employers Insurance Company of Nevada

as a Lender

By: BlackRock Financial Management, Inc. Its Investment Advisor

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

▼ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Employers Preferred Insurance Company as a Lender

By: BlackRock Financial Management, Inc.

By: /s/ Rob Jacobi Name: Rob Jacobi Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Employers Reassurance Corporation as a Lender By:BlackRock Financial Management, Inc., Its Investment Advisor

By:/s/ Rob Jacobi Name: Rob Jacobi Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Name of Institution:

Erste Group Bank AG

By: /s/ Gregory Aptman

Name: Gregory Aptman Title: Managing Director

By: /s/ John Fay

Name: John Fay

Title: Senior Vice President

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Name of Institution:

First Horizon Bank

By: /s/ William W. George

Name: William W. George Title: Vice President

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Name of Institution:

FIRST MIDWEST BANK

By: /s/ Michael Trunck

Name: Michael Trunck Title: Senior Vice President

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Fixed Income Opportunities Nero, LLC

as a Lender

By: BlackRock Financial Management, Inc., Its Investment Manager

By: /s/ Rob Jacobi Name: Rob Jacobi Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

GSO JUPITER LOAN TRUST

as a Lender

By: GSO Capital Advisors LLC, As its Investment Advisor

By: /s/ Thomas Iannarone Name: Thomas Iannarone Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

GSO Loan Trust 2010 as a Lender By: GSO Capital Advisors LLC, As its Investment Advisor

By: /s/ Thomas Iannarone Name: Thomas Iannarone Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

GSO LOAN TRUST 2011 as a Lender By: GSO Capital Advisors LLC, As its Investment Advisor

By: /s/ Thomas Iannarone Name: Thomas Iannarone Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

Name of Institution:

HALLMARK SPECIALTY INSURANCE COMPANY

By: /s/ Chris Kenney
Name: Chris Kenney
Title: Senior Vice President

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

HPS Loan Management 5-2015, Ltd. as a Lender By: HPS Investment Partners, LLC As the Collateral Manager

By: /s/ Jamie Donsky Name: Jamie Donsky Title: Senior Vice President

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

HPS Loan Management 3-2014, Ltd. as a Lender By: HPS Investment Partners CLO (US), LLC, as investment manager

By: /s/ Jamie Donsky Name: Jamie Donsky Title: Senior Vice President

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

HPS Loan Management 2013-2, Ltd. as a Lender By: HPS Investment Partners, LLC, Its Investment Manager

By: /s/ Jamie Donsky Name: Jamie Donsky Title: Senior Vice President

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

HPS Loan Management 4-2014, Ltd. as a Lender By: HPS Investment Partners, LLC As the Collateral Manager

By: /s/ Jamie Donsky Name: Jamie Donsky Title: Senior Vice President

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

Invesco Polaris US Bank Loan Fund as a Lender

By: Invesco Senior Secured Management, Inc. as Investment Manager

By: /s/ Kevin Egan Name: Kevin Egan Title: Authorized Individual

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

INVESCO SSL FUND LLC

as a Lender

By: Invesco Senior Secured Management, Inc. as Collateral Manager

By: /s/ Kevin Egan Name: Kevin Egan Title: Authorized Individual

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

JM2 Global Loan Fund 2017 A SERIES TRUST OF MULTI MANAGER GLOBAL INVESTMENT TRUST

as a Lender

By: Alcentra NY, LLC as its Collateral Manager

By: /s/ Robert Davis
Name: Robert Davis
Title: Sr. Vice President

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Magnetite VII, Limited as a Lender

By: BlackRock Financial Management Inc., Its Collateral Manager

By: /s/ Rob Jacobi Name: Rob Jacobi

Title: Authorized Signatory

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Magnetite VIII, Limited as a Lender

By: BlackRock Financial Management Inc., Its Collateral Manager

By: /s/ Rob Jacobi Name: Rob Jacobi

Title: Authorized Signatory

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Magnetite XII, LTD. as a Lender

By: BlackRock Financial Management, Inc., Its Collateral Manager

By: /s/ Rob Jacobi Name: Rob Jacobi

Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Magnetite XIV-R, Limited

as a Lender

By: BlackRock Financial Management, Its Investment Manager

By: /s/ Rob Jacobi Name: Rob Jacobi Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

MAGNETITE XIX, LIMITED

as a Lender

By: BlackRock Financial Management, Inc. as Asset Manager

By: /s/ Rob Jacobi
Name: Rob Jacobi
Title: Authorized Individual

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

Magnetite XV, Limited

as a Lender

By: BlackRock Financial Management, Inc., as Investment Manager

By: /s/ Rob Jacobi Name: Rob Jacobi Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

Magnetite XVII, Limited

as a Lender

By: BLACKROCK FINANCIAL MANAGEMENT, INC., as Interim Investment Manager

By: /s/ Rob Jacobi Name: Rob Jacobi Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

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☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

Magnetite XVIII, Limited

as a Lender

By: BlackRock Financial Management, Inc., its Collateral Manager

By: /s/ Rob Jacobi Name: Rob Jacobi Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

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II. Signature:

Magnetite XX, Limited

as a Lender

By: BlackRock Financial Management, Inc., as Portfolio Manager

By: /s/ Rob Jacobi Name: Rob Jacobi Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Medici Trust 2019 as a Lender By: HPS Investment Partners, LLC its Investment Manager

By: /s/ Jamie Donsky
Name: Jamie Donsky
Title: Senior Vice President

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Name of Institution:

Modern Bank, N.A.

By: /s/ Curt Lueker

Name: Curt Lueker Title: Managing Director

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Musashi Secured Credit Fund Ltd.

as a Lender

By: GSO Capital Advisors LLC, as Manager

By: /s/ Thomas Iannarone Name: Thomas Iannarone Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

G.A.S. (Cayman) Limited, as Trustee on behalf of Octagon Joint Credit Trust Series I (and not in its individual capacity)

as a Lender

By: Octagon Credit Investors, LLC, as Portfolio Manager

By: /s/ Benjamin Chung

Name: Benjamin Chung

Title: Senior Portfolio Administrator

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Octagon Loan Trust 2010

as a Lender

By: Octagon Credit Investors, LLC, as Investment Manager on behalf of The Bank of New York Trust Company (Cayman) Limited, as Trustee of Octagon Loan Trust 2010

By: /s/ Benjamin Chung

Name: Benjamin Chung

Title: Senior Portfolio Administrator

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Optum Bank, Inc. as a Lender By: GSO Capital Advisors LLC as Manager

By: /s/ Thomas Iannarone Name: Thomas Iannarone Title: Authorized Signatory

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Name of Institution:

People's United Bank, N.A.

By: /s/ Donna J. Emhart

Name: Donna J. Emhart Title: Senior Vice President

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Permanens Capital Floating Rate Fund LP as a Lender

By: BlackRock Financial Management Inc., Its Sub-Advisor

By: /s/ Rob Jacobi Name: Rob Jacobi Title: Authorized Signatory

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Name of Institution:

RAYMOND JAMES BANK, N.A.

By: /s/ Kathy Bennett
Name: Kathy Bennett
Title: SVP

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Renaissance Trust 2009 as a Lender By: HPS Investment Partners LLC, Its Sub-Investment Manager

By: /s/ Jamie Donsky Name: Jamie Donsky Title: Senior Vice President

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

\square ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Name of Institution:

Siemens Financial Services, Inc.

By: /s/ Maria Levy

Name: Maria Levy Title: Vice President

For any institution requiring a second signature line:

By: /s/ Jeffrey B. Iervese

Name: Jeffrey B. Iervese Title: Vice President

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Sound Point CLO III-R, Ltd.

as a Lender

By: Sound Point Capital Management, LP as Collateral Manager

By: /s/ Andrew Kim Name: Andrew Kim

Title: CLO Operations Associate

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Sound Point CLO VII-R, Ltd.

as a Lender

By: Sound Point Capital Management, LP as Collateral Manager

By: /s/ Andrew Kim Name: Andrew Kim

Title: CLO Operations Associate

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Sound Point CLO XI, Ltd.

as a Lender

By: Sound Point Capital Management, LP as Collateral Manager

By: /s/ Andrew Kim Name: Andrew Kim

Title: CLO Operations Associate

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Sound Point CLO XII, Ltd. as a Lender By: Sound Point Capital Management, LP as Collateral Manager

By:/s/ Andrew Kim Name: Andrew Kim

Title: CLO Operations Associate

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Name of Institution:

Stifel Bank & Trust

By:/s/ Daniel P. McDonald
Name: Daniel P. McDonald
Title: Vice President

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

Stone Tower Loan Trust 2010 as a Lender By: Apollo Fund Management LLC, As its Investment Manager

By:/s/ Lacary Sharpe Name: Lacary Sharpe Title: Vice President

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Stone Tower Loan Trust 2011 as a Lender By: Apollo Fund Management LLC, As its Investment Advisor

By:/s/ Lacary Sharpe Name: Lacary Sharpe Title: Vice President

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

Name of Institution:

SUMITOMO MITSUI TRUST BANK, LIMITED, NEW YORK BRANCH

By:/s/ Tim Ng

Name: Tim Ng

Title: Senior Director

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

Thayer Park CLO Ltd. as a Lender By: GSO / Blackstone Debt Funds Management LLC as Collateral Manager

By:/s/ Thomas Iannarone Name: Thomas Iannarone Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

United HealthCare Insurance Company as a Lender By: GSO Capital Advisors LLC as Manager

By:/s/ Thomas Iannarone Name: Thomas Iannarone Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

United HealthCare Insurance Company as a Lender By: GSO Capital Advisors II LLC as Manager

By:/s/ Thomas Iannarone Name: Thomas Iannarone Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

US OPPORTUNISTIC FLOATING RATE INCOME MASTER FUND LIMITED as a Lender

By: BlackRock Financial Management Inc., its Investment Advisor

By:/s/ Ron Jacobi Name: Rob Jacobi Title: Authorized Signatory

☒ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

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II. Signature:

VENTURE XIV CLO, Limited as a Lender By: its investment advisor MJX Venture Management LLC

By:/s/ Martin E. Davey Name: Martin E. Davey Title: Senior Portfolio Manager

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

\square ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

VENTURE XV CLO, Limited as a Lender By: its investment advisor MJX Asset Management LLC

By: /s/ Martin E. Davey
Name: Martin E. Davey
Title: Senior Portfolio Manager

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

VENTURE XVI CLO, Limited as a Lender By: its Investment Advisor MJX Venture Management II LLC

By: /s/ Martin E. Davey Name: Martin E. Davey Title: Senior Portfolio Manager

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Venture XVII CLO Limited as a Lender By: its investment advisor MJX Asset Management, LLC

By: /s/ Martin E. Davey Name: Martin E. Davey Title: Senior Portfolio Manager

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Venture XVIII CLO, Limited as a Lender By: its Investment Advisor MJX Venture Management II LLC

By: /s/ Martin E. Davey Name: Martin E. Davey Title: Senior Portfolio Manager

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Venture XXIII CLO, Limited

as a Lender

By: its investment advisor MJX Asset Management LLC

By: /s/ Martin E. Davey Name: Martin E. Davey Title: Senior Portfolio Manager

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

☐ ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

Webster Park CLO, Ltd

as a Lender

By: GSO / Blackstone Debt Funds Management LLC as Collateral Manager

By: /s/ Thomas Iannarone Name: Thomas Iannarone Title: Authorized Signatory

⊠ CASHLESS SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby consents to the Amendment and agrees to exchange (on a cashless basis) 100% of the outstanding principal amount of its Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) for Exchanged Refinancing Tranche B Term Loans in an equal principal amount.

\square ASSIGNMENT SETTLEMENT OPTION:

By checking this box, the undersigned Tranche B Term Lender hereby agrees to have an amount equal to 100% of the outstanding principal amount of the Existing Tranche B Term Loans (or such lesser amount allocated to such Tranche B Term Lender by the Administrative Agent) held by such Tranche B Term Lender on the Seventh Amendment Effective Date prepaid on the Seventh Amendment Effective Date and to purchase by assignment New Refinancing Tranche B Term Loans under the Credit Agreement (as amended by the Seventh Amendment) in an equal principal amount post-closing.

II. Signature:

ZURICH AMERICAN LIFE INSURANCE COMPANY

as a Lender

By: BlackRock Financial Management Inc., its Investment Advisor

By: /s/ Rob Jacobi Name: Rob Jacobi

Title: Authorized Signatory

[Booz Allen Hamilton Inc. — Seventh Amendment to Credit Agreement]

SCHEDULE I

New Refinancing Tranche B Term Loans

	New Refinancing
	Tranche B Term
New Refinancing Tranche B Term Lender	Loan Amount
Bank of America, N.A.	\$ 44,184,917.88
TOTAL	\$ 44,184,917.88